



CONTRACT NO. 15-0005

for Road Resurfacing & Related Services

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the RFP response of D.A.B. Constructors, Inc. (hereinafter "Contractor") to provide road resurfacing and related services to the County pursuant to County RFP number 15-0005 (hereinafter "RFP"), opening dated and Contractor's December 12, 2014 RFP response thereto with all County Bid provisions governing.

A copy of the Contractor's signed RFP is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments:

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract:

Insurance Certificate.

Payment & Performance Bonds

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from January 27, 2015 through January 26, 2016 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: Susan Dugan
Contracting Officer

Date: 1-27-2015

Distribution: Original-Bid File
Copy-Contractor



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

November 19, 2014

ITB No. 15-0005

Road Resurfacing and Related Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum changes the date for receipt of proposals **From:** 11/20/2014, 3:00 p.m.
To: 12/3/2014, 3:00 p.m.

The purpose of this addendum is to add and clarify the following items:

1. Revised pricing sheets.
2. Project order forms for FY 2014.
3. Q - When does the County anticipate starting this work?
A - The County anticipates issuing the first project order form in January 2015, contingent upon Board approval.
4. Q - Clarify the estimated quantity for Item 7, of the "Revised" pricing sheet for 25,001-50,000 Sq. Yd.
A - The County does not anticipate using a large quantity of Friction Course 12.5. An estimated quantity of 1,000 square yards should be used for bidding purposes.

Firm Name: **D.A.B. CONSTRUCTORS, INC.**

Date: **12/3/14**

Signature: _____

Title: **Vice President**

Typed/Printed Name: **William Bachschmidt**



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2

December 2, 2014

ITB No. 15-0005

Road Resurfacing and Related Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for the receipt of proposals.

The purpose of this addendum is to clarify the following items:

Section 2 Statement of Work

SHOULDER REHABILITATION

1. The vendor shall grade and shape the roadside shoulder to provide for positive drainage. The areas shall be graded to a two percent (2%) minimum cross slope leading away from the edge of the pavement to a distance of ten (10) feet. If for some reason the two percent (2%) grade cannot be obtained, the vendor shall contact the Project Manager before continuing with the work. No work shall take place to such areas until approval and direction from the Project Manager is provided. The grading shall be accomplished in conjunction with matching any adjacent pavement, curb, sidewalk, and structure grades. It shall also include both the removal of material to alleviate high shoulder conditions as well as backfilling areas to eliminate any drop offs.
2. If the ground/turf that is adjacent to the roadway is above the surface of the roadway, the vendor shall be responsible to complete the work as outlined within these specifications. If the ground/turf is more than one (1) inch below the surface of the adjacent roadway, the vendor shall also be responsible to complete the work as outlined within these specifications.
3. When fill material is needed it shall be quality topsoil, free of noxious weeds and capable of supporting the growth of the sod that shall be installed. This fill shall be supplied by the vendor

and it shall be their responsibility to provide hauling to the site. The vendor shall be allowed to use soil removed from high shoulders within the same project area. Prior approval from the Project Manager shall be obtained if the vendor proposes to bring in soil removed from high shoulders of another project site.

4. The reshaped ten (10) foot shoulder shall not be left with windrows, bermed, or clumped material. All shoulders shall have a smooth surface with a tapered transition into existing adjacent back slope grades. The back slope areas shall be transitioned into the reshaped shoulder at a minimum of a three to one (3:1) slope. Any areas that cannot be transitioned with the minimum three to one (3:1) slope shall be brought to the attention of the Project Manager. No work shall take place to such areas until approval and direction of the Project Manager is provided.
5. All areas that have either been excavated or filled shall be compacted to not less than ninety-five percent (95%) of maximum unit weight as determined by using the Modified Proctor Compaction test method T-180 per the American Association of State Highway and Transportation Officials (AASHTO). These tests shall be conducted by an independent testing laboratory approved by the County. There shall be a minimum of one (1) test taken every five hundred (500) feet on each side of the road, and it shall be a minimum of six (6) inches in depth. The vendor shall supply to the Project Manager copies of these reports showing the results of the density tests. If any of these reports indicate that the proper compaction was not achieved, the vendor shall re-compact the area for a distance of five hundred (500) feet on each side of the failing test area, and the vendor shall be responsible to have a new test completed at a location selected by the Project Manager. If sod has been installed over a failing test area, it shall be removed before the compaction work starts and shall be put back in place after the work has been completed.
6. All disturbed areas within the project area shall be re-sodded with the type of grass matching the adjacent area. Should no grass exist in the surrounding area, Bahia sod shall be used. The final elevation of the sod after it is installed shall be so that the top mat of the sod is even with the top surface of the adjacent asphalt or other impervious surface and with the existing turf on the back slope. Any sod not installed at this elevation shall be rejected and replaced by the vendor to the proper height at no additional cost to the County. The vendor shall also be responsible to install sod in any areas within the project site where there is no turf growing regardless if the vendor has not performed any grading in that area. All sod shall be in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 981, Turf Materials.
7. Sod shall be installed as the grading is completed. At no time shall the graded area be allowed to be without sod for more than twenty-four (24) hours from the grading operation. Any areas left overnight with a drop off that is more than one (1) inch at the edge of pavement shall be clearly marked by the vendor with flashing lighted barricades.

8. The vendor shall roll the sod using a lightweight turf roller to provide for a true and even surface without any displacement or deformation of the sod.
9. All sod shall be watered by the vendor until established. Established sod shall be defined as roots extending from the newly installed sod into the compacted soil to a stage that it is difficult to remove the sod. The County will inspect the sod fourteen (14) calendar days after the vendor has notified the County that the sod installation has been completed and determine if the sod will be accepted and approved. Any sod determined to be dead or unacceptable by the County's Project Manager must be replaced by the vendor at the vendor's expense.
The vendor shall supply any water needed for watering the sod. The County does not have a municipal water supply; therefore, it is the responsibility of the vendor to secure and pay for any water needed. The cost for watering the sod shall be included in the price of the sod.
10. All roadways shall be swept using a broom tractor or other means approved by the Project Manager before the areas are opened to motorized vehicles.
11. The amount of shoulder fill or excavation needed shall be calculated by obtaining a depth/height measurement from the top surface of the asphaltic concrete at the edge of pavement every two hundred (200) feet for the entire length of the area requiring restoration. An average of these measurements shall then be multiplied by the required width of ten (10) feet and by the length of the project area to determine the total cubic yards. The per cubic yard unit cost for shoulder restoration shown in the pricing section shall include, but not be limited to: removal of excess shoulder material or the addition of topsoil, installation of sod, rolling, watering, mobilization, MOT, equipment, labor and any other incidental charges associated with the operation.

Firm Name: **D.A.B. CONSTRUCTORS, INC.**

Date: **12/2/14**

Signature: _____

Title: **Vice President**

Typed/Printed Name: _____

William Bachschmidt



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 3

December 3, 2014

ITB No. 15-0005

Road Resurfacing and Related Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum changes the date for receipt of proposals **From:** 12/3/2014, 3:00 p.m. - **To:** 12/10/2014, 3:00 p.m. to allow additional time for the contractors to put their bid together and to clarify some additional information which will be contained in an Addendum #4 which will be issued as soon as possible.

Firm Name: D.A.B. CONSTRUCTORS, INC.

Date: 12/3/14

Signature: 

Title: VICE PRESIDENT

Typed/Printed Name: WILLIAM BACHSCHMIDT



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 4

December 4, 2014

ITB No. 15-0005

Road Resurfacing and Related Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum is to clarify questions regarding Addendum #2, the date for receipt of proposals is staying at 12/10/2014, 3:00 p.m.

Q. Clarification of Addendum No. 2 – Permission to remove the grading and sod from inclusion in the cubic yard price and to be included in the sod unit items and to provide for a separate topsoil item should the existing material not be suitable for fill. Or some other clarification so we can better assess the requirements of this work.

A. The County is requesting a price per cubic yard for the shoulder restoration. There are two pricing categories based on site conditions, one for excavation and another for fill. The price provided for excavation shall include, but not be limited to: removal of the excess shoulder material, installation of the sod, rolling the sod, watering the sod, mobilization, MOT, equipment, labor and any other incidental charges associated with this operation. The price provided for the fill shall include, but not be limited to: the addition of topsoil, the purchase of the topsoil, installation of the sod, rolling the sod, watering the sod, mobilization, MOT, equipment, labor and any other incidental charges associated with this operation. The County has determined that the cubic yard price is the correct means of measurement to calculate the price for the work as described above.

Firm Name: **D.A.B. CONSTRUCTORS, INC.**

Date: **12/4/14**

Signature: _____

Title: **VICE PRESIDENT**

Typed/Printed Name: **WILLIAM BACHSCHMIDT**



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 5
December 9, 2014
ITB No. 15-0005
Road Resurfacing and Related Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum changes the ITB due date allowing extra time for the vendors to prepare their bid submittal:

From 12/10/2014, 3:00 p.m.
To: 12/12/2014, 3:00 p.m.

1. In an effort to simplify the bidding for the shoulder restoration - excavation, shoulder restoration - fill, and sod, the County would like to amend the specifications and pricing section accordingly. For bidding purposes, the County has provided estimates on the pricing section. Historically these line items have not been utilized; however, the County is interested in obtaining pricing to determine if it will be cost effective to have this work completed by the same contractor that is performing the road resurfacing.

The price provided for shoulder restoration - excavation shall include, but not be limited to: removal of the excess shoulder material, mobilization, MOT, equipment, labor and any other incidental charges associated with this operation.

The price provided for shoulder restoration - fill shall include, but not be limited to: the addition of fill, grading, compaction, mobilization, MOT, equipment, labor and any other incidental charges associated with this operation.

New Item: The County is requesting a price for topsoil per cubic yard. This line item will be utilized when the County determines that native soil from another location within the project site may not be placed. The Contractor shall supply quality topsoil, free of noxious weeds and capable of supporting the growth of the sod that shall be installed under a separate line item. It shall be the Contractor's responsibility to haul the topsoil to the site.

The price provided for sod, shall include, but not be limited to: the purchase of the sod, installation, watering, rolling, equipment, MOT, mobilization, labor and any other incidental charges associated with this operation. The price for sod shall be measured by square feet.

2. Question: How do you determine the square yards of sod needed when the pay item is by the cubic yard?
Answer: The sod shall be calculated based on square feet, by measuring the length and width of the area requiring sod.
3. Question: What is meant by topsoil?
Answer: Topsoil is clean fill free of noxious weeds and capable of supporting the growth of the sod.
4. Question: Are the existing sod items not going to be used?
Answer: The line item for sod shall include but not be limited to, purchase of the sod, installation, watering, rolling, equipment, MOT, mobilization, labor and any other incidental charges associated with this operation.
5. Question: How many square feet of sod are in a cubic yard of dirt?
Answer: Not applicable
6. Question: How much sod would the County suggest a bidder put in their bid to remedy the requirement to install sod in any area within the project site that does not have turf growing?
Answer: The County has provided estimated quantities on the price list for all items. The requirement to install sod in any area within the project site that does not have turf growing is intended to address any area within the project limits of the shoulder restoration excavation or fill that did not have any existing turf. In such case, sod shall be installed to match the surrounding turf.

There will no additional questions accepted on this ITB.

Firm Name: D.A.B. CONSTRUCTORS, INC.

Date: 12/9/14

Signature: _____

Title: VICE PRESIDENT

Typed/Printed Name: WILLIAM BACHSCHMIDT

REVISED
12/9/2014

PRICING SECTION

| | Description | 0-12,000 SQ YD | 12,0001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price |
|---|--|--|---|---|---|---|------------------------|
| 1 | Type S-III (Virgin) Asphaltic Concrete | Estimated - 12,000 SQ YD \$ <u>7.42</u> SQ YD / per inch** Total \$ <u>89,040.00</u> | Estimated - 16,000 SQ YD \$ <u>7.00</u> SQ YD / per inch** Total \$ <u>112,000.00</u> | Estimated - 45,000 SQ YD \$ <u>7.00</u> SQ YD / per inch** Total \$ <u>315,000.00</u> | Estimated - 60,000 SQ YD \$ <u>7.00</u> SQ YD / per inch** Total \$ <u>420,000.00</u> | Estimated - 80,000 SQ YD \$ <u>7.00</u> SQ YD / per inch** Total \$ <u>560,000.00</u> | \$ <u>1,496,040.00</u> |
| | Mobilization | Estimated - 2 <u>1410.00</u> \$ <u> </u> each Total \$ <u>2,820.00</u> | Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form. | | | | \$ <u>2,820.00</u> |
| | | | Total Extended Price Type S-III | | | | \$ <u>1,498,860.00</u> |
| | | | | | | | |
| | Description | 0-12,000 SQ YD | 12,0001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price |
| 2 | Type S-III Recycled Asphaltic Concrete | Estimated - 12,000 SQ YD \$ <u>6.44</u> SQ YD / per inch** Total \$ <u>77,280.00</u> | Estimated - 16,000 SQ YD \$ <u>6.20</u> SQ YD / per inch** Total \$ <u>100,800.00</u> | Estimated - 45,000 SQ YD \$ <u>6.20</u> SQ YD / per inch** Total \$ <u>279,000.00</u> | Estimated - 60,000 SQ YD \$ <u>6.20</u> SQ YD / per inch** Total \$ <u>372,000.00</u> | Estimated - 80,000 SQ YD \$ <u>6.20</u> SQ YD / per inch** Total \$ <u>496,000.00</u> | \$ <u>1,325,080.00</u> |
| | Mobilization | Estimated - 2 <u>1100.00</u> \$ <u> </u> each Total \$ <u>2,200.00</u> | Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form. | | | | \$ <u>2,200.00</u> |
| | | | Total Extended Price Type S-III Recycled | | | | \$ <u>1,327,280.00</u> |

REVISED
12/9/2014
PRICING SECTION

| Description | | 0-12,000 SQ YD | 12,0001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price |
|---|---|--|--|--|--|--|----------------|
| 3 | Type S-1 Asphaltic Concrete | Estimated - 1,000 SQ YD \$ 6.80 SQ YD / per inch** Total \$ 6,800.00 | Estimated - 1,000 SQ YD \$ 6.80 SQ YD / per inch** Total \$ 6,800.00 | Estimated - 1,000 SQ YD \$ 6.55 SQ YD / per inch** Total \$ 6,550.00 | Estimated - 1,000 SQ YD \$ 6.55 SQ YD / per inch** Total \$ 6,550.00 | Estimated - 1,000 SQ YD \$ 6.55 SQ YD / per inch** Total \$ 6,550.00 | \$ 33,250.00 |
| | | Estimated - 2 \$ 1,100.00 each Total \$ 2,200.00 | | | | | \$ 2,200.00 |
| Mobilization | | | | | | | \$ 85,450.00 |
| Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form. | | | | | | | |
| | | Total Extended Price Type S-1 | | | | | |
| | | | | | | | |
| Description | | 0-12,000 SQ YD | 12,0001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price |
| 4 | Type S-1 Recycled Asphaltic Concrete | Estimated - 1,000 SQ YD \$ 6.25 SQ YD / per inch** Total \$ 6,250.00 | Estimated - 1,000 SQ YD \$ 6.20 SQ YD / per inch** Total \$ 6,200.00 | Estimated - 1,000 SQ YD \$ 6.00 SQ YD / per inch** Total \$ 6,000.00 | Estimated - 1,000 SQ YD \$ 6.00 SQ YD / per inch** Total \$ 6,000.00 | Estimated - 1,000 SQ YD \$ 6.00 SQ YD / per inch** Total \$ 6,000.00 | \$ 30,450.00 |
| | | Estimated - 2 \$ 1,100.00 each Total \$ 2,200.00 | | | | | \$ 2,200.00 |
| Mobilization | | | | | | | \$ 32,650.00 |
| Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form. | | | | | | | |
| | | Total Extended Price Type S-1 Recycled | | | | | |
| | | | | | | | |
| Description | | 0-12,000 SQ YD | 12,0001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price |
| | | | | | | | |

PRICING SECTION

2. σ -algebra on \mathcal{C} is induced by all of the above in the unit circle of the real SQVD noted on the Project Order Form.

REVISED
12/9/2014

PRICING SECTION

| | | |
|--|-----------------------------------|--------------|
| | Total Extended Price Type FC-12.5 | \$ 36,750.00 |
|--|-----------------------------------|--------------|

REVISED
12/9/2014

PRICING SECTION

| PRICING SECTION | | | | | | | |
|-----------------|--|--|---|--|--|--|----------------|
| | Description | 0-12,000 SQ YD | 12,0001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price |
| 8 | Type FC-12.5 Asphaltic Concrete with Binder PG 76-22 | Estimated - 1,000 SQ YD \$7.50 SQ YD / per inch** Total \$ 7,500.00 | Estimated - 1,000 SQ YD \$7.50 SQ YD / per inch** Total \$ 7,500.00 | Estimated - 1,000 SQ YD \$7.00 SQ YD / per inch** Total \$ 7,000.00 | Estimated - 1,000 SQ YD \$7.00 SQ YD / per inch** Total \$ 7,000.00 | Estimated - 1,000 SQ YD \$7.00 SQ YD / per inch** Total \$7,000.00 | \$ 36,000.00 |
| | Mobilization | Estimated - 2 \$ 1100.00 each Total \$ 2,200.00 | Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form. | | | | \$ 2,200.00 |
| | | Total Extended Price Type FC-12.5 with Binder PG 76-22 | | | | | \$ 38,200.00 |
| | Description | 0-12,000 SQ YD | 12,0001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price |
| 9 | Type SP-9.5 Asphaltic Concrete | Estimated - 1,000 SQ YD \$ 7.00 SQ YD / per inch** Total \$ 7,000.00 | Estimated - 1,000 SQ YD \$ 6.55 SQ YD / per inch** Total \$ 6,550.00 | Estimated - 1,000 SQ YD \$ 6.30 SQ YD / per inch** Total \$ 6,300.00 | Estimated - 1,000 SQ YD \$ 6.30 SQ YD / per inch** Total \$ 6,300.00 | Estimated - 1,000 SQ YD \$ 6.30 SQ YD / per inch** Total \$ 6,300.00 | \$ 32,450.00 |
| | Mobilization | Estimated - 2 \$ 1100.00 each Total \$ 2,200.00 | Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form. | | | | \$ 2,200.00 |
| | | Total Extended Price Type SP-9.5 | | | | | \$ 34,650.00 |
| | Description | 0-12,000 SQ YD | 12,0001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price |
| 10 | Type SP-12.5 Asphaltic Concrete | Estimated - 1,000 SQ YD \$7.00 SQ YD / per inch** Total \$7,000.00 | Estimated - 1,000 SQ YD \$ 6.55 SQ YD / per inch** Total \$ 6,550.00 | Estimated - 1,000 SQ YD \$ 6.30 SQ YD / per inch** Total \$ 6,300.00 | Estimated - 1,000 SQ YD \$ 6.30 SQ YD / per inch** Total \$ 6,300.00 | Estimated - 1,000 SQ YD \$ 6.30 SQ YD / per inch** Total \$ 6,300.00 | \$ 32,450.00 |

REVISED
12/9/2014

PRICING SECTION

| Mobilization | | Estimated - 2 \$ 1100.00 per sq. ft. | Mobilization shall be included for all of the above in the unit price of the total SQ YD awarded on the Project Order Form. | | | | Total Extended Price Revised Type SP-12.5 | Extended Price |
|--------------|---|---|---|---|---|--|---|----------------|
| | | Total \$ 2,200.00 | | | | | | \$ 2,200.00 |
| | | | | | | | | \$ 34,650.00 |
| Description | | 0-12,000 SQ YD | 12,001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price | |
| 11 | Milling Existing Asphalt NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply. | Estimated - 1,000 SQ YD \$ 2.48 per SQ YD per inch ** Total \$ 2,480.00 | Estimated - 16,500 SQ YD \$ 1.75 SQ YD per inch ** Total \$ 28,875.00 | Estimated - 35,000 SQ YD \$ 1.47 SQ YD per inch ** Total \$ 51,450.00 | Estimated - 60,000 SQ YD \$ 1.47 SQ YD per inch ** Total \$ 88,200.00 | Estimated - 80,000 SQ YD \$ 1.25 SQ YD per inch ** Total \$ 100,000.00 | \$ 271,005.00 | |
| Description | | 0-12,000 SQ YD | 12,001-25,000 SQ YD | 25,001-50,000 SQ YD | 50,001-75,000 SQ YD | Over 75,000 SQ YD | Extended Price | |
| 12 | Leveling Course NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply. | Estimated - 12,000 SQ YD \$ 3.20 per SQ YD Total \$ 38,400.00 | Estimated - 16,500 SQ YD \$ 3.20 per SQ YD Total \$ 52,800.00 | Estimated - 35,000 SQ YD \$ 3.20 per SQ YD Total \$ 112,000.00 | Estimated - 60,000 SQ YD \$ 3.00 per SQ YD Total \$ 180,000.00 | Estimated - 80,000 SQ YD \$ 2.85 per SQ YD Total \$ 228,000.00 | \$ 611,200.00 | |
| Description | | 0-500 Gallons | 501-1,000 Gallons | 1,001-2,500 Gallons | 2,501-5,000 Gallons | Over 5,000 Gallons | Extended Price | |
| 13 | Cure Seal NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply. | Estimated - 500 Gallons \$ 22.00 per Gallon Total \$ 11,000.00 | Estimated - 1,000 Gallons \$ 21.50 per Gallon Total \$ 21,500.00 | Estimated - 2,500 Gallons \$ 21.00 per Gallon Total \$ 52,500.00 | Estimated - 5,000 Gallons \$ 20.00 per Gallon Total \$ 100,000.00 | Estimated - 7,000 Gallons \$ 20.00 per Gallon Total \$ 140,000.00 | \$ 325,000.00 | |
| Description | | 0-2,000 SQ FT | 2,001-4,000 SQ FT | 4,001-6,000 SQ FT | 6,001-10,000 SQ FT | Over 10,000 SQ FT | Extended Price | |
| 14 | Bedding Argentine Sod NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply. | Estimated - 1,000 SQ FT \$ 0.28 per SQ FT Total \$ 280.00 | Estimated - 1,000 SQ FT \$ 0.28 per SQ FT Total \$ 280.00 | Estimated - 1,000 SQ FT \$ 0.22 per SQ FT Total \$ 220.00 | Estimated - 1,000 SQ FT \$ 0.22 per SQ FT Total \$ 220.00 | Estimated - 1,000 SQ FT \$ 0.21 per SQ FT Total \$ 210.00 | \$ 1,210.00 | |

REVISED
12/9/2014

PRICING SECTION

| | | | | | | | |
|-----|---|---|---|---|---|---|---|
| 14b | St. Augustine Sod NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply | Estimated - 1,000 SQ FT \$ 0.53 per SQ FT Total \$ 530.00 | Estimated - 1,000 SQ FT \$ 0.43 per SQ FT Total \$ 430.00 | Estimated - 1,000 SQ FT \$ 0.35 per SQ FT Total \$ 350.00 | Estimated - 1,000 SQ FT \$ 0.28 per SQ FT Total \$ 280.00 | Estimated - 1,000 SQ FT \$ 0.28 per SQ FT Total \$ 280.00 | Estimated - 1,000 SQ FT \$ 0.28 per SQ FT Total \$ 280.00 |
|-----|---|---|---|---|---|---|---|

REVISED
12/9/2014

PRICING SECTION

| | Topsoil NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply. | Unit Price | Estimated Usage | Extended Price |
|-----|---|----------------|-----------------|----------------|
| 15 | Topsail to be used in conjunction with the shoulder restoration - fill line item | \$ 8.80 CU YD | 19,500 CU YD | \$ 128,700.00 |
| 16 | Shoulder Restoration NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply. | | | |
| 16a | Shoulder Restoration Excavation | \$ 7.90 CU YD | 19,500 CU YD | \$ 154,050.00 |
| 16b | Shoulder Restoration Fill | \$ 10.25 CU YD | 19,500 CU YD | \$ 199,875.00 |
| 17 | Pavement Marking NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply. | | | |
| | 4 inch white line | \$ 0.18 (LF) | 45,000 LF | \$ 8,100.00 |
| | 4 inch yellow line | \$ 0.18 (LF) | 45,000 LF | \$ 8,100.00 |
| | 6 inch white line | \$ 0.22 (LF) | 45,000 LF | \$ 9,900.00 |
| | 6 inch yellow line | \$ 0.22 (LF) | 45,000 LF | \$ 9,900.00 |
| | 8 inch white line | \$ 0.27 (LF) | 500 LF | \$ 135.00 |
| | 12 inch white line | \$ 0.43 (LF) | 500 LF | \$ 215.00 |
| | 18 inch white line | \$ 0.63 (LF) | 750 LF | \$ 472.50 |
| | 13 inch yellow line | \$ 0.63 (LF) | 750 LF | \$ 472.50 |
| | 24 inch white line | \$ 0.85 (LF) | 300 LF | \$ 255.00 |
| | 6 inch blue line | \$ 0.26 (LF) | 250 LF | \$ 65.00 |
| | Symbol - Single Arrow | \$ 21.00 (EA) | 5 EA | \$ 105.00 |
| | Symbol - Combination Arrow | \$ 42.00 (EA) | 5 EA | \$ 210.00 |
| | Message - School (includes letters and indicator bars) | \$ 32.00 (EA) | 10 EA | \$ 320.00 |
| | Message - Railroad Crossing (includes letters and indicator bars) | \$ 32.00 (EA) | 6 EA | \$ 192.00 |
| | Message - Only | \$ 27.00 (EA) | 6 EA | \$ 162.00 |

REVISED
12/9/2014

PRICING SECTION

| | | | |
|--|----------------|--------------|--------------|
| Message - Merge | \$ 27.00 (EA) | 6 EA | \$ 162.00 |
| Message - Stop | \$ 27.00 (EA) | 20 EA | \$ 540.00 |
| Message Misc., 4 to 5 letters | \$ 27.00 (EA) | 10 EA LETTER | \$ 270.00 |
| 24 inch white stop bar | \$ 20.00 (EA) | 20 EA | \$ 400.00 |
| Special emphasis cross walk 12" x 6' wide | \$ 95.00 (EA) | 5 EA | \$ 475.00 |
| Special emphasis cross walk 12" x 10' wide | \$ 127.00 (EA) | 5 EA | \$ 635.00 |
| Raised Pavement Markings | \$ 4.50 (EA) | 450 EA | \$ 2,025.00 |
| Total Pavement Marking Price | | | \$ 43,111.00 |

| | Unit Price | Estimated Usage | Extended Price |
|--|----------------|-----------------|----------------|
| 18 Atmospheric Pavement Marking Note: This shall be part of the overall resurfacing project. NO mobilization shall apply. | | | |
| 4 inch white line | \$ 0.65 (LF) | 45,000 LF | \$ 29,250.00 |
| 4 inch yellow line | \$ 0.65 (LF) | 45,000 LF | \$ 29,250.00 |
| 6 inch white line | \$ 0.75 (LF) | 45,000 LF | \$ 33,750.00 |
| 6 inch yellow line | \$ 0.75 (LF) | 45,000 LF | \$ 33,750.00 |
| 8 inch white line | \$ 1.00 (LF) | 500 LF | \$ 500.00 |
| 12 inch white line | \$ 1.75 (LF) | 500 LF | \$ 875.00 |
| 18 inch white line | \$ 2.00 (LF) | 750 LF | \$ 1,500.00 |
| 18 inch yellow line | \$ 2.00 (LF) | 750 LF | \$ 1,500.00 |
| 24 inch white line | \$ 3.40 (LF) | 300 LF | \$ 1,020.00 |
| 6 inch blue line | \$ 0.80 (LF) | 250 LF | \$ 200.00 |
| Symbol - Single Arrow | \$ 59.00 (EA) | 6 EA | \$ 295.00 |
| Symbol - Combination Arrow | \$ 116.00 (EA) | 5 EA | \$ 580.00 |
| Message - School (includes letters and indicator bars) | \$ 158.00 (EA) | 10 EA | \$ 1,580.00 |
| Message - Railroad Crossing (includes letters and indicator bars) | \$ 158.00 (EA) | 6 EA | \$ 948.00 |
| Message - Only | \$ 105.00 (EA) | 6 EA | \$ 630.00 |
| Message - Merge | \$ 105.00 (EA) | 20 EA | \$ 2,100.00 |
| Message - Stop | \$ 105.00 (EA) | 10 EA LETTER | \$ 1,050.00 |
| Message Misc., 4 to 6 letters | \$ 105.00 (EA) | | |

REVISED
12/9/2014

PRICING SECTION

| | | | |
|--|----------------|--------|---------------|
| 24 inch white stop bar | \$ 75.00 (EA) | 20 EA | \$ 1,500.00 |
| Special emphasis cross walk 12" x 6' wide | \$ 210.00 (EA) | 5 EA | \$ 1,050.00 |
| Special emphasis cross walk 12" x 10' wide | \$ 260.00 (EA) | 5 EA | \$ 1,300.00 |
| Raised Pavement Markings | \$ 4.50 (EA) | 450 EA | \$ 2,025.00 |
| Total Pavement Marking Price | | | \$ 145,283.00 |

| | | | | |
|----|---|----------------------|-----------|-------------|
| 19 | Portable Changeable (Variable) Message Signs per unit per day | \$ 75.00 (EA) | 20 days | \$ 1,500.00 |
| 20 | Hauling of Millings Per SQ YD/Mile | \$ 0.30 (SQ YD/Mile) | 500 miles | \$ 150.00 |

| | | |
|--|--|-----------------|
| TOTAL PRICE (Grand total of adding all total extended prices) | | \$ 4,994,444.00 |
|--|--|-----------------|

**** Note:** If the County chooses to use one half (1/2) inch increments over the specified one (1) inch, the price quoted for a one (1) inch overlay shall be divided by two (2) to determine the cost for the additional one half (1/2) inch.

PRICING SECTION

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☒ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): INGLIS, FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☒ Yes ☐ No If "yes" is checked, provide supporting detail:
1233 COMMERCE STREET LEESBURG FLORIDA-ASPHALT PLANT, LABORATORY, OFFICE AND MAINTENANCE SHOP


Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

N/A

DUNS Number (Insert if this action involves a federal funded project): N/A

General Vendor Information and Proposal Signature:

| | | | |
|---------------------------------|---|-----------------------|-----------------------------|
| Firm Name: | D.A.B. CONSTRUCTORS, INC. | | |
| Street Address: | 62 W. HIGHWAY 40 INGLIS, FL. 34449 | | |
| Mailing Address (if different): | P.O. BOX 1589 INGLIS, FL. 34449 | | |
| Telephone No.: | 352-447-5488 | Fax No.: | 352-447-4133 |
| E-mail: | Billb@dabcon.com | | |
| FEIN No. | 65 - 0026542 | Prompt Payment Terms: | N/A % _____ days, net _____ |
| Signature: |  | Date: | 12/12/14 |
| Print Name: | William (Bill) Bachschmidt | | Title: |
| | | | Vice President |

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- ☒ Sole vendor
☐ Pre-qualified pool vendor (spot bid)
☐ Secondary vendor for items: _____
 Signature of authorized County official: Susan Dugan Date: 1-27-2015
 Printed name: SUSAN DUGAN Title: Senior Contracting officer



LAKE COUNTY FLORIDA

REVISED 11/6/2014

ROAD RESURFACING & RELATED SERVICES

RFP Number: 15-0005 Contracting Officer: Susan Dugan
Proposal Due Date: November 20, 2014 Pre-Proposal Date: November 14, 2014
Proposal Due Time: 3:00 p.m. RFP Issue Date: November 3, 2014

| TABLE OF CONTENTS | |
|--|--------------|
| SECTION 1: Special Terms and Conditions | Page 2 |
| SECTION 2: Statement of Work | Page 21 |
| SECTION 3: General Terms and Conditions | Page 39 |
| SECTION 4: Pricing/Certifications/Signatures | Page 43 |
| SECTION 5: Attachments | Page 46 |
| SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW: | |
| Proposal and/or Performance Bond: | Section 1.9 |
| Certificate of Competency/License: | Section 1.16 |
| Indemnification/Insurance: | Section 1.8 |
| Pre-Proposal Conference/Walk-Thru: | Section 1.4 |

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: D.A.B. Constructors, Inc. Phone Number: 352-447-5488
E-mail Address: Billb@dabcon.com Contact Person: William (Bill) Bachschmidt

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for road resurfacing and related services in conjunction with the County's needs. The quantity shall not exceed four hundred fifty thousand (450,000) square yards annually.

It is anticipated that Lake County will issue one (1) or two (2) primary project order forms that shall include most of the paving projects scheduled for completion during each fiscal year. It is expected that these primary project order forms will obligate most of the available funding for the year. Each such primary project order form will include work assignments at multiple roads throughout the County. The unit pricing to be applied to each project order shall be based on the total square yardage of material or service associated with all work listed on the project order form. In addition, the County reserves the right to issue secondary project orders covering projects at single or multiple roads on an "as-needed" basis dependent upon specific needs or existing funding. The unit pricing to be applied to each such secondary delivery order shall be based on the total square yardage of material or service associated with all work listed in the project order. As stated elsewhere in this solicitation, any project order form that totals more than twelve thousand (12,000) square yards of paving will not be charged a mobilization charge.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the proposal due date.

Susan Dugan, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3 Method of Award

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications of proposed personnel.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

2. Proposed materials and plans to accomplish task.
3. Proposed costs / fee schedule.
4. Reports from references provided and from past performance with Lake County.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

Section 1.4 Pre-Proposal Conference

A pre-proposal conference will be held on November 14, 2014 at 10:00 a.m., Lake County Administration Building, 315 West Main Street, 4th Floor, Human Resources Conference Room Tavares, IL 32778, to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 1.5 Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6 Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), CPI and Wage and Benefits Calculators. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6.1 Price Redetermination - Fuel

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Manager in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the vendor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel_for_unleaded_gas_Florida_PAD_1_Orlando

The base index will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % ($0.12 * 0.10$). The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Manager grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

Section 1.6.2 Price Redetermination – Asphaltic Concrete

Due to the fluctuation of the manufacturing cost for bituminous material, an adjustment (up or down) of the price charged to the County shall be calculated at the time of issuance of the Project Order Form. The adjustment shall be based upon bituminous adjustments as documented in the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction, 2014 Edition, Section 9-2.1.2, Bituminous Material. All adjustments shall be determined by calculating the difference between the base index, which shall be established at the time of the bid closing, and the current index. Any adjustments shall be based on the index available on the 15th day of the month and shall be based on the unreviised indexes. If for some reason the information for the current month has not been updated, the adjustment will be made from the previous month. The percentage of the difference between the indexes shall be applied to the vendor unit price. Any increase or decrease in the contract price(s) shall only apply to orders that are dated after the price adjustment has been processed by the County. No price adjustment shall be given for an order that has previously been issued or received. Adjustments shall be calculated using form 700-050-66, (Section 5, Attachment G) Vendor's Estimate Worksheet Bituminous and Polymer Material. This form can be found by going to the following link; <http://www.dot.state.fl.us/construction/fuel&bit/FuelForms.shtml>, and then select the link associated with "Lump Sum & Design-Build, Asphalt & Bituminous Adjustments on projects let January 2007 forward". If determined to be in the best interest of the County, this same procedure can be employed by the County to adjust the cost charged by the vendor for bituminous materials. Any increase or decrease in the contract price(s) shall only be applied to new projects that are dated at the time of the price adjustment. No price adjustment shall be given for a project that has previously been issued.

Section 1.7 Method of Payment - Periodic Invoices For Completed Purchases

The vendor(s) shall submit invoices to the County user department(s) after each individual road/project has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

SECTION 1 - SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

Section 1.8 Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

| | |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations | \$2,000,000 |
| Personal & Adv. Injury | \$1,000,000 |
| Fire Damage | \$50,000 |
| Medical Expense | \$5,000 |
| Contractual Liability | Included |

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

| | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

Railroad Protective Liability insurance with the following minimum limits for any project or portion of the project which is located within 50 feet of any railroad-owned property. The Railroad shall be endorsed to this policy as an additional insured.

| | |
|--------------------------|-------------|
| Bodily Injury Protection | \$2,000,000 |
| Property Damage | \$2,000,000 |

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: IS-0005

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

| | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-Each Employee | \$1,000,000 |
| Disease-Policy Limit | \$1,000,000 |

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

| | |
|---|----------|
| Loss of Use at coverage value: | \$ _____ |
| Garage Keepers Liability at coverage value: | \$ _____ |

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9 Bonding Requirements - Performance/Payment Bond

The vendor to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents one hundred percent (100%) of the Project Order Form price. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within fifteen (15) calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender any associated proposal bond submitted by the vendor, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

| <u>Bond Amount</u> | <u>Best Rating</u> |
|-------------------------|--------------------|
| 500,001 to 1,500,000 | B V |
| 1,500,001 to 2,500,000 | A VI |
| 2,500,001 to 5,000,000 | A VII |
| 5,000,001 to 10,000,000 | A VIII |
| Over 10,000,000 | A IX |

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall apply.
- C. For contracts in excess of \$500,000, the provisions of Section B will be adhered to plus the company must have been listed for at least three (3) consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Vendors Training and Development, Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County as long as the funds are being held by the County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Section 1.10 Completion/Delivery

As specified in Statement of Work

Section 1.11 Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the vendor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

SECTION 1 -- SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded vendor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the vendor by the County for any contract or financial obligation.

Section 1.11.1 Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12 Warranty

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of eighteen (18) months after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full eighteen (18) month period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within fourteen (14) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

Section 1.12.1 Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

Section 1.13 Delivery and Completion of Solicitation Response

Section 1.13.1 Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

SECTION 1 -- SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2 Completion Requirements for Request For Proposal (RFP)

Two (2) original signed proposals and two (2) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs. A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

- A. **Statement of Interest & Understanding of Project** to be submitted on the firm's letterhead and include the following:
 1. Concisely state the firm's understanding of the services required by the County.
 2. Include additional relevant information not requested elsewhere in the RFP.
 3. The signature on the statement shall be that of a person authorized to represent and bind the firm.
- B. **Vender Profile Form.** Attach a copy of the Federal Identification Number and Business License(s).
- C. **Program Manager:** List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

- Years of experience within the area of specialty.
 - Length of and type of service with firm.
 - Education and formal training, including certifications.
- D. **Similar Projects Form.** Reference similar work efforts (at least five (5) verifiable) projects performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)
- E. **Equipment/Personnel Lists.** Provide a list of all equipment and personnel that will be used to perform the required work, as specified in the Scope of Services. Provide a listing of all key personnel and their experience. Brief resumes may be attached in support of this requirement.
- F. **Pricing/Certifications/Signature Forms.** Complete and sign Section 4, Pricing Section.
- G. **Any required licenses or permits.**

Tab 2 - Proposed Solution Description(s)

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering.
- B. **Exceptions --** clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past three (3) years. Please use the form attached.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed subcontractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each subcontractor or joint venture participant.

Tab 7 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 8 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14 Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15 Business Hours of Operations

No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County's representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

If the vendor receives approval from the County's representative to work outside the established business hours, the vendor shall be responsible to provide all necessary equipment to ensure that

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

all work is being performed in a safe manner for the personnel on site and the traveling public. If necessary equipment and lighting is not available, work outside of the established hours shall not be permitted.

Section 1.16 Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the subcontractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub vendor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.17 Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's representative.

The vendor shall restore all disturbed property to its original or better condition upon completion of the work and prior to de-mobilizing to another site. The vendor shall be responsible for removing and properly disposing of all litter located within the right of way along the project limits.

Section 1.18 Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19 Conflicts Between the Drawings and Specifications

In the event of any conflict between the drawings and specifications contained herein, the following guidance shall govern:

SECTION 1 - SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

A. Addenda shall supersede all other Contract Documents to the extent specified with the Addenda. Subsequent addenda shall supersede prior addenda only to the extent specified.

B. Drawing(s) and specifications are intended to agree and be mutually complete. Any item not contained within the drawing(s), but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing(s) or specifications at no extra cost to the County. Should anything not included in either the drawing(s) and the specifications be necessary for the proper construction and/or operation of the work herein specified, or should any error or disagreement between the specifications and drawing(s) exist or appear to exist, the vendor shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the County. If the discrepancy is noted before initial submission of offers, or before contract award, the vendor shall immediately advise the designated procurement agent of the perceived discrepancy. If the discrepancy is noted after award, the vendor shall immediately advise the cognizant user department project manager, and await that individual's resultant direction, before proceeding with the work in question.

Section 1.20 Key Personnel

In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.21 Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.22 Local Office Shall be Available

The vendor shall maintain an office within the geographic boundaries of Central Florida [defined as Lake (preferred), Osceola, Orange, Seminole, Volusia, Marion, Polk and Sumter Counties]. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

Section 1.23 Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.24 Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.25 Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the vendor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the vendor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the vendor will not be eligible for any compensation.

Section 1.26 Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.27 Special Notice to Vendors Regarding Federal and/or State Requirements

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime vendor and sub-levels.

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 15-0005

vendor required to employ state residents must contact the Department of Economic Opportunity to post the vendor's employment needs in the state's job bank system.

Section 1.28 Superintendent Shall be Supplied by the Vendor

The vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the vendor. The superintendent shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of the County.

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

SCOPE OF SERVICES

GENERAL REQUIREMENTS

1. The vendor shall be experienced with the type of work requested in this solicitation in order to complete the tasks assigned in accordance with the specifications within this document, and as directed by the Project Manager. The vendor shall have the ability and the equipment to complete all work within the specified time.
2. The County shall supply the vendor with a Project Order Form (Attachment I) that will contain all the site specific requirements. A representative of the vendor and County shall inspect all of the sites on the Project Order Form within fifteen (15) calendar days from the date the form is issued. During this site visit, items such as, but not limited to: milling, leveling course, radius paving, etc., shall be discussed. Pink marking paint shall be placed on the pavement at this time to show the limits of the project and any other site specific information. After this site visit has been completed, an updated Project Order Form shall be created by the County and sent to the vendor for signature. The vendor shall sign, date and return this form to the County. By signing and returning this form, the vendor agrees to all estimated quantities and associated costs shown on the Project Order Form. Change orders shall be created only for items that have been added to or deducted from the signed Project Order Form.
3. A pre-construction meeting shall be held within twenty (20) calendar days after receipt of the signed Project Order Form. The attendance of the vendor's project superintendent is required and others as appropriate to discuss such topics as, but not limited to; schedules, processing of invoices, project limits, maintenance of traffic, utility coordination, subcontractor use (if applicable), and to establish a working understanding among all parties as to the scope of work.
4. The vendor shall provide a performance and payment bond as outlined in Attachment D, Public Works Additional Terms and Conditions, Section 18, Paragraph B, Performance/Payment Bond, for the amount stated on the Project Order Form. The vendor shall also provide the required fee to record the performance and payment bond in the public records of Lake County.
5. A purchase order shall be issued to the vendor; however, no work shall commence until the vendor has received a Notice to Proceed from the County. The vendor shall complete all paving operations within ninety (90) calendar days from the issuance of the notice to proceed. The vendor shall complete the thermoplastic striping within one hundred twenty (120) calendar days from the issuance of the notice to proceed. The vendor shall provide to the Project Manager a complete schedule detailing each phase of the work. The schedule shall be provided to the Project Manager for review and approval at least forty-eight (48) hours prior to the scheduled start date. It shall be the vendor's responsibility to communicate to the Project Manager any variance of this schedule when it occurs. All scheduling changes are subject to approval by the Project Manager and

SECTION 2 -- STATEMENT OF WORK

RFP Number: 15-0005

must be provided forty-eight (48) hours prior to the proposed change. All scheduling requests that do not comply with the submittal requirements, will not be considered or approved. Requests that are not in compliance with the submittal requirements will not be justification for time extensions.

6. It shall be the responsibility of the vendor to make a videotape of all current conditions such as, but not limited to: driveways, road intersections, vegetation, etc., before any work starts. The vendor shall focus on any deficient conditions present at the time of the videotaping. The date and time shall be recorded on the video at the time it is being created. A copy of this video shall be supplied to the Project Manager before commencement of any work outlined on the Project Order Form.
7. Once the Notice to Proceed has been issued, the vendor shall be responsible to repair any potholes that occur on any roads that are listed on the Project Order Form, including the roads that the resurfacing work has not yet started. The potholes shall be repaired within seventy-two (72) hours from the notice to the vendor.
8. With the exception of asphaltic millings, any spoils created from these operations shall become the property of the vendor. It shall be the responsibility of the vendor to dispose of these spoils at no expense to the County. If the vendor intends to dispose of the spoils on private property, the vendor shall supply to the Project Manager an original letter of consent from the property owner. This letter shall state that they have agreed that the spoils can be deposited on their property, and shall contain the owners' name, property address, telephone number and the legal signature of the owner.
9. When the proposed resurfacing project limits are within the vicinity of a school, the vendor shall minimize the impact to the school related traffic, both before school begins and after school ends. It shall be the vendor's responsibility to coordinate a pre-construction meeting with the Project Manager, an official from the affected school and the vendor's project superintendent. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official. Portable Changeable (Variable) Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.
10. The vendor is responsible for all supervision and management of the work. It shall be the vendor's responsibility to keep on site at all times during its work a competent superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the vendor's representative at the site and shall have authority to act on behalf of the vendor. All communications given to the superintendent shall be as binding as if given to the vendor.
11. The vendor will provide competent and qualified personnel to perform the work as required by the contract specifications. The vendor shall, at all times, maintain good discipline and order at the work site. The vendor shall provide a list of all foreman and supervisors who will perform the work, to include twenty-four (24) hour emergency telephone numbers. The County may require that the vendor remove from the work site

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

any of the vendor's personnel that the Project Manager determines to be incompetent, careless or otherwise objectionable. Upon receipt of the written notice, the vendor shall remove the cited personnel immediately. No request for time extensions will be granted for the removal of any cited personnel.

TECHNICAL REQUIREMENTS

SHOULDER PREPARATION

1. All roadways shall have the vegetation from the edge of pavement cut back and removed prior to placement of the new asphaltic concrete. This area shall include any vegetation existing on the surface of the pavement and shall extend six (6) inches past the edge of the pavement. It shall be the responsibility of the vendor to remove any excess materials created by this operation.
2. At no time during the process of removing the vegetation from the edge of pavement shall the vendor create a shoulder drop off that is more than one (1) inch measured from the top surface of the asphaltic concrete at the edge of pavement. If it is determined that the vendor has created an excessive drop off, it shall be their responsibility to restore the area so that there is no more than a one (1) inch drop off. If an area is to be left overnight with the excessive drop off, the vendor shall install flashing lighted barricades marking the hazard.
3. The unit cost for shoulder preparation shall be included in the proposal price for installing new asphaltic concrete as proposed in sections one (1) through eleven (11) of Section 4 – Pricing/Certifications/Signatures. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: mobilization, Maintenance of Traffic (MOT), equipment, labor, etc.

VEGETATION REMOVAL

1. When vegetation exists in the cracks or joints, the vendor shall remove it by using a propane torch or a chemical herbicide. The method of removal is subject to the approval of the Project Manager.
2. If a chemical herbicide is used, it shall be applied according to the manufacturer's specifications. The vegetation shall be totally browned before the new asphaltic concrete is installed. The person applying the herbicide shall have, or be under the supervision of someone that has, the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept and a copy shall be supplied to the Project Manager. This log shall contain the following information:
 - a. Type of herbicide
 - b. Manufacturer of the product
 - c. Mixture rate used

SECTION 2 – STATEMENT OF WORK

RFP Number: IS-0005

- d. Application rate used
 - c. Application location
 - f. Application date and time
 - g. Weather conditions at the time of application
3. The cost of removing vegetation by either propane torch or chemical herbicide treatment shall include, but not be limited to: mobilization, MOT, herbicide, labor, etc., and shall be included in the overall cost of the paving operation.

ROAD BASE REPAIRS

1. The County shall mark with pink paint all areas that are to have base repairs completed. The vendor shall saw cut the existing asphaltic concrete to the outside edge of the paint line used to mark the cut out area. All saw cuts shall be made to produce only square or rectangular shaped repairs. Any jagged or misshaped repairs shall be rejected and the vendor shall redo these areas at no additional cost to the County.
2. The vendor shall remove the existing asphaltic concrete, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum of an eight (8) inch compacted limerock base, unless otherwise authorized by the Project Manager. The new limerock shall be installed by placing and compacting two (2) lifts of four (4) inches of compacted limerock. The finished elevation of the limerock shall be at a level that will allow for a minimum thickness of one (1) inch, or to the thickness of the adjacent asphaltic concrete, whichever is greater.
3. There may be occasions where the County will require more than eight (8) inches of limerock base. As part of this proposal, the vendor shall supply a cost for the installation of a one (1) inch depth by one (1) square foot of compacted limerock installed as per these specifications.
4. All limerock base installation shall conform to the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 230 LIMEROCK STABILIZED BASE and Section 911 LIMEROCK MATERIAL FOR BASE AND STABILIZED BASE.
5. Prior to the installation of the asphaltic concrete, the limerock shall be primed in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 300 PRIME AND TACK COATS FOR BASE COURSES.
6. Any alternate base repair methods suggested by the vendor must be approved by Project Manager and shall involve no additional cost to the County.
7. The unit cost for road base repair shall include, but not be limited to: mobilization, MOT, saw cutting, excavation, limerock, limerock installation and compaction, asphaltic concrete, etc.

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

8. The County reserves the right to take core samples of the repaired areas to ensure that the proper thickness of linerock and asphaltic concrete has been installed.

MILLING OF EXISTING ASPHALTIC CONCRETE PAVEMENT

1. The vendor may be required to remove existing asphaltic concrete by using the cold milling process. This could be requested by the County to improve the ride, cross slope, lower the finished grade adjacent to existing curb, or to remove completely the existing pavement. These areas shall be specified in the Project Order Form with a depth to be milled, and the area shall be marked in pink paint. The area shall be milled to the outside edge of the painted area.
2. Milling shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition); Section 327 MILLING OF EXISTING ASPHALTIC CONCRETE PAVEMENT.
3. The vendor shall not be responsible for damage of traffic light advance warning loops if they are affected by the milling operation as directed by the County. The vendor shall notify the Project Manager of any loops that will be affected forty-eight (48) hours before the milling operation starts.
4. The milling machine shall be equipped so to effectively limit the amount of dust escaping during the milling operation. The Project Manager may require pre-wetting of the pavement if it is determined there is too much dust being created.
5. The County shall have first option to take ownership of the milled material. As part of this proposal, the vendor shall provide a cost per square yard/per mile to haul the millings to a site specified by the County. The County shall pay only for the mileage from the project site to the specified site and shall not pay for the mileage of an empty truck returning to the project site. The mileage shall be based on the shortest truck route as determined by Google maps driving directions, which can be accessed and calculated at the following link, <http://maps.google.com/maps?hl=en&tab=wl>. A numbered load ticket system shall be utilized by the County. The County shall have an employee issuing the load tickets at the site of the milling operation. This employee shall enter the truck number and sign the ticket. The truck driver shall sign and be given a copy of the ticket. This ticket shall be taken to the delivery site. The County shall have an employee at the delivery site to accept the ticket. The driver shall give this ticket to the County employee at the delivery site once the truck has been unloaded.
6. The unit cost for milling shall include, but not be limited to: mobilization, MOT, milling equipment, etc.
7. If the County chooses not to take possession of the asphaltic concrete millings, they shall become the property of the vendor. When the County does not take possession of the

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

millings, the costs associated with hauling and the proper disposal shall be the responsibility of the vendor.

CRACK SEALING

If stated on the Project Order Form, all cracks or joints that are greater than one-quarter (1/4) inch shall be properly prepared and sealed using the following crack sealing specifications.

1. References

All reference standards and specifications shall be the current issue or latest revision on the Notice to Proceed issue date. These specifications herein are in addition to the following standards, specifications or publications listed below:

- a. ASTM D5329: Standard Test Method for Sealants and Fillers, Hot Applied, for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements.
- b. ASTM D36: Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus).
- c. ASTM D3111: Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.
- d. ASTM D113: Standard Test Method for Ductility of Bituminous Materials.
- e. ASTM D2669: Standard Test Method for Apparent Viscosity of Petroleum Waxes Compounded with Additives (Hot Melts).
- f. ASTM D4: Standard Test Method for Bitumen Content.
- g. ASTM D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

2. Submittals

- a. The vendor shall submit to the Project Manager the manufacturer's specification sheets and suggested installation procedures for the crack seal and the blotting material product that the vendor intends to use.
- b. The vendor shall maintain a log sheet during the crack seal operations. The original of this log sheet shall be supplied to the Project Manager when completed. A minimum of the following information shall be recorded:
 1. Date, time and the amount of crack seal added to the melter.
 2. The lot number from each box of crack seal added to the melter.
 3. Road name, date, time application process starts, amount installed, time application process ends.
 4. Weather conditions at the time of installation.
- c. The vendor shall supply the Project Manager with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.

SECTION 2 – STATEMENT OF WORK

RFP Number: 35-0005

3. Materials

- a. The vendor shall use Crafcro PolyFlex Type 3, product # 34521 or equivalent crack sealer. It shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall have the ability to seal out water.
- b. When required, the blotting material shall be a product such as Crafcro Detack, cement dust, or equivalent.

4. Equipment

- a. Equipment used to install the sealant shall be as specified by the manufacturer and shall have the ability to maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter and shall be equipped with an agitation system. The applicator hose shall have a recirculation system or be equipped with a temperature controlled heating system. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.
- b. The compressor shall have a capacity of 75 C.F.M., or more, to ensure an adequate supply of air to effectively clean the cracks and joints. Any pneumatic tool lubricator must be bypassed and a water separator/filter must be installed at the hose inlet connection to keep water and oil out of the lines.
- c. A hot compressed air lance can be used to clean, dry, and pre-heat cracks and joints prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.
- d. Excess debris created by cleaning cracks or joints shall be cleaned by use of power sweepers, hand brooms, or air brooms.

5. Work Methods

- a. No sealant shall be installed unless the ambient and pavement temperature are forty (40) degrees and rising. There shall be no fog and no chance of rain. If rain or fog delays the sealing operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the cracks and joints. The cracks and joints shall be completely dry before the seal treatment can resume. The vendor may use the Hot Compressed Air Lance method of cleaning and drying the cracks and joints with the approval of the Project Manager. The vendor shall ensure the existing asphaltic concrete surface is not overheated if this method is used.
- b. All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, and organic material by using high-pressure air. All cracks

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

and joints are to be clean and sufficiently dry before any crack sealing material is applied.

- c. The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free flowing state, and within the temperature range recommended for application by the manufacturer. Care shall be taken to insure that the sealant is not heated above the recommended maximum temperature or for longer than the recommended time. The Project Manager shall have the right to reject the product if it is determined that this has occurred.
- d. The sealant shall be applied in the crack or joint uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The level of the sealant shall be even with the surface of the asphaltic concrete. At no time shall the sealant be recessed more than one-eighth (1/8) inch below or raised one-sixteenth (1/16) inch above the adjacent surface. A squeegee may be used to remove excess sealant from the pavement surface when a crack or joint is overfilled. At no time shall the sealant overburden be more than one (1) inch from the crack or joint edges.
- e. A blotting material shall be broadcast or sprayed over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the vendor using approved methods.
- f. The vendor shall be responsible for any claims of crack seal tracking. If there is a claim, the vendor shall be responsible for applying more blotting material as necessary and addressing the tracked material by either removing or repairing the item that was affected.

6. Method of Measurement

The measurement shall be made by the actual amount of gallons of crack seal applied to the roadway, and shall be supported by the submittals as previously discussed above in Submittals. The amount of crack sealer shall be reported and invoiced for each road.

7. Basis of Payment

Crack sealing shall be based on a price per gallon and payment shall be made on the actual quantity of crack seal placed. The unit price as shown in the crack sealing portion of Section 4 – Pricing/Certifications/Signatures and shall be all-inclusive to include, but not be limited to: mobilization, cleaning, sealing, MOT, and any other incidentals required to provide the County with a final product that will meet the specifications as described.

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

8. Deficiencies and Repairs

- a. Where the sealant settles in the crack or joint lower than one-eighth (1/8) inch below the adjacent asphaltic concrete surface, the surface of the sealant shall be cleaned and more sealant shall be installed to meet the specifications. The vendor shall be responsible to remove any excess material that is greater than one-sixteenth (1/16) inch above the adjacent asphaltic concrete.
- b. The sealant shall be removed at the Project Manager's discretion, and resealed if any of the following occur:
 1. The sealant contains imbedded foreign material other than dusting material.
 2. The sealant contains entrapped air bubbles.
 3. The sealant has de-bonded or pulled away from the crack or joint.
 4. The sealant has been excessively heated.

PRIME AND TACK COATS

1. A tack coat shall be installed prior to the installation of the new asphaltic concrete. The tack coat surface shall be kept free of traffic until the asphalt has been placed. The vendor shall ensure that the tack coat is only applied to an area that will receive the asphalt layer within the same day's operation. The tack coat shall only be applied to one lane of traffic at a time.
2. The tack coat shall be placed in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 300, PRIME AND TACK COATS FOR BASE COURSES.
3. The unit cost for tack coat shall be included in the proposal price for installing new asphaltic concrete as proposed in sections one (1) through eleven (11) of Section 4 – Pricing/Certifications/Signatures. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

ASPHALTIC CONCRETE

1. Unless otherwise specified by the County, the asphaltic concrete used as part of this proposal shall be Type S-III or Type S-I with a percentage of reclaimed asphaltic concrete. Either type shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2000 Edition, Section 331, TYPE S ASPHALT CONCRETE. The exception to this standard is the amount of recycled content allowed. Lake County shall allow a recycled content that does not exceed thirty (30) percent of the overall mixture in the TYPE S mixes.
2. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.

SECTION 2 -- STATEMENT OF WORK

REV Number: 15-0005

3. The unit cost for asphaltic concrete Type S-III or Type S-I shall be included in the proposal price for installing new asphaltic concrete as proposed in sections one (1) through four (4) of Section 4 – Pricing/Certifications/Signatures. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

ASPHALTIC CONCRETE FRICTION COURSES

1. At times, the County may require the use of Type FC-3 asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2000 Edition, Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
2. The County may require the use of Type FC-9.5 asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2000 Edition, Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
3. The County may require the use of Type FC-12.5 asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2000 Edition, Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
4. The County may require the use of Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2000 Edition, Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
5. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete as proposed in sections five (5) through eight (8) of Section 4 – Pricing/Certifications/Signatures. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

ASPHALTIC CONCRETE TYPE SUPERPAVE

1. As part of this bid, the vendor shall supply a price for Type SP-9.5 asphaltic concrete. This shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Implemented Modifications to the 2013 Standard Specifications, July 2012 Workbook, for Lettings Effective July – December 2012, #SS334000, Section 334 SUPERPAVE ASPHALT CONCRETE (REV 1-17-12) (FA 2-6-12) (7-12).
2. As part of this bid, the vendor shall supply a price for Type SP-12.5 asphaltic concrete. This shall conform to the Florida Department of Transportation Standard Specifications

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

for Road and Bridge Construction, Implemented Modifications to the 2013 Standard Specifications, July 2012 Workbook, for Lettings Effective July – December 2012, #SS334000, Section 334 SUPERPAVE ASPHALT CONCRETE (REV 1-17-12) (FA 2-6-12) (7-12).

3. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the proposal price for installing new asphaltic concrete as proposed in sections ten (10) and eleven (11) of Section 4 – Pricing/Certifications/Signatures. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

LEVELING COURSE

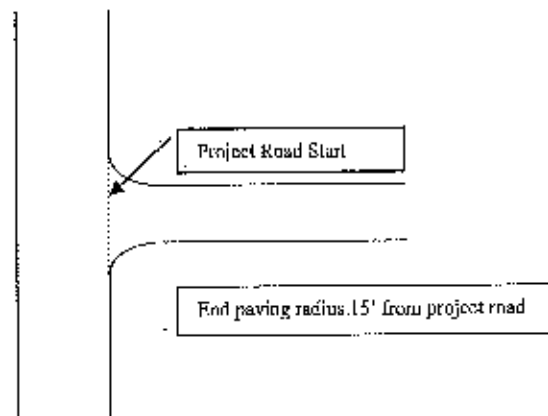
1. The vendor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 320, HOT MIX ASPHALTS – PLANTS, METHODS, AND EQUIPMENT.
2. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base. The leveling course shall be used to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. It shall be up to the vendor to insure that the placement is completed so that the final product provides a smooth driving surface.
3. Profiling of the roadway to change the grade or slope of the road shall not be done with the use of a leveling course. If the County chooses to change the profile of the road, it shall be quantified and paid by using the unit prices of one (1) through eleven (11) of Section 4 – Pricing/Certifications/Signatures.

RADIUS PAVING

The vendor shall be required to overlay every County roadway intersection that connects to the project road. Paving will be to a distance of fifteen (15) feet, or as determined by the Project Manager, from the intersection (see diagram below). The limits of the radius area shall be marked with pink paint. All existing pavement markings within the radius area being paved shall be replaced to the specifications outlined within this proposal. The vendor shall insure that the joint between the existing and new pavement provides a smooth transition. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005



DRIVEWAYS

All driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition. Driveways are to be swept and tacked before paving. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in the vendor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

COMPACTION

All installed asphaltic concrete shall be compacted in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification. Areas not in conformance with this specification will need to be removed and replaced at vendor's expense.

SMOOTH TRANSITION

It shall be the vendor's responsibility to install a five (5) foot keyway mill on all contiguous roads that are not being milled to ensure a smooth transition between the new and existing pavement.

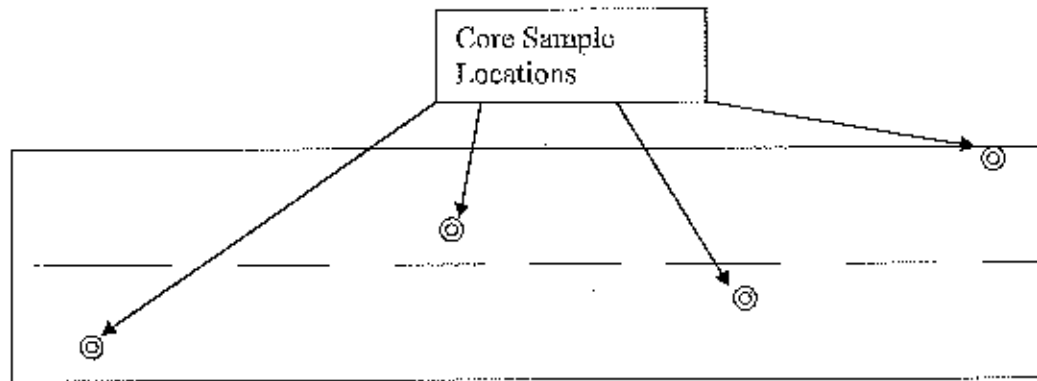
QUALITY INSPECTIONS

1. The vendor shall have core samples taken by an independent laboratory approved by the County. It is the responsibility of the vendor to supply the Project Manager with the address and contact information of the laboratory prior to any resurfacing work starting. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced. Unless otherwise authorized by the Project Manager, the cores shall be taken in a random pattern as indicated on the diagram below. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken. The cores shall be taken at a depth that will show the new and existing asphaltic concrete.

SECTION 2 -- STATEMENT OF WORK

RFP Number: 15-0005

The vendor shall be responsible to fill the holes that were created by taking the core samples with a product approved by the Project Manager.



2. The results of the core sample tests shall be sent directly from the laboratory to the Project Manager. From these samples, a determination of the average thickness of the asphaltic concrete shall be made by the testing laboratory. If at any time the vendor wishes to request more core samples than what the County has required, they shall do so in writing. The cost for the additional cores shall be the responsibility of the vendor.

DEFICIENCIES OF ASPHALTIC CONCRETE THICKNESS

1. The County shall allow a deficiency in the thickness of the asphaltic concrete overlay of no more than one-quarter ($1/4$) inch.
2. When the deficiency in the thickness of the asphaltic concrete is over one quarter ($1/4$) inch, but not more than three-eighths ($3/8$) inch of the specified thickness, the County shall allow the vendor to leave such asphaltic concrete in place, but without compensation. The Project Manager shall determine the square yard area, for which the County shall make no payment, by multiplying the width of the lanes by the length between the closest acceptable cores.
3. Where the deficiency in thickness is in excess of three-eighths ($3/8$) inches of the specified thickness, the vendor shall correct the deficiency. For any case of excess deficiency of the installed asphaltic concrete, the vendor shall correct the deficient thickness by adding new asphaltic concrete over the defective area. The minimum thickness for any repair of deficiency shall conform to the layer thickness standards listed under the asphaltic concrete section of these specifications. The vendor shall replace the full thickness as required by the Project Manager for a length extending at least fifty (50) feet from each end of the deficient area. The Project Manager shall mark the area that shall be corrected with pink paint. The paving shall extend to the outside edge of the paint mark.

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

4. Any additional cost associated with correcting deficiencies shall be the responsibility of the Vendor and no additional cost shall be charged to the County, even if the repair would make the final thickness of the asphaltic concrete overlay in excess of the original specified thickness.

MANHOLES/VALVES

1. All manholes and water valves shall be adjusted by the vendor to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic concrete. This work shall be in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.
2. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: mobilization, MOT, equipment, labor, etc.
3. It shall be the vendor's responsibility to perform all utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments. Should the vendor incur a cost from the utility provider or material supplier for any required manhole and/or valve adjustments the cost documented on the invoice shall be paid to the vendor.

TRAFFIC STRIPES AND MARKINGS

1. The vendor shall install all painted traffic stripes and markings prior to the removal of the MOT. This striping shall be maintained by the vendor throughout the duration of the work and shall be in place at the end of each workday. Should it not be possible for the vendor to install the pavement markings as prescribed, the vendor shall supply suitable traffic control measures per the Manual of Uniform Traffic Control Devices (MUTCD), 2009 Edition (or latest edition). This shall include, but not be limited to: warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones. If the vendor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the Project Manager prior to implementation. Lake County shall accept only water borne non-lead type paint.
2. All striping shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 710, PAINTED PAVEMENT MARKINGS. The vendor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m² and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m².

SECTION 2 -- STATEMENT OF WORK

RFP Number: 15-0005

3. It is the responsibility of the vendor to insure the current striping layout is recorded before the resurfacing activity is started. A striping layout shall be submitted to the Project Manager for approval prior to the commencement of any work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies the vendor with a new striping pattern. If the vendor does not install the correct striping pattern, it shall be the vendor's responsibility to remove the markings by the method approved by the County. The vendor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, the vendor shall be responsible to repair the road surface to the County's satisfaction at the vendor's expense.
4. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator. The vendor shall self-inspect all road markings using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify width, thickness, color, and retroreflectivity. The vendor shall submit the results to the County on a reporting form pre-approved by the Project Manager.
5. The County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The County shall notify the vendor of any deficiencies. The vendor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.
6. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

1. The vendor shall install all painted traffic stripes and markings prior to the removal of the MOT. This striping shall be maintained by the vendor throughout the duration of the work and shall be in place at the end of each workday. Should it not be possible for the vendor to install the pavement markings as prescribed, the vendor shall supply suitable traffic control measures per the Manual of Uniform Traffic Control Devices (MUTCD), 2009 Edition (or latest edition). This shall include, but not be limited to: warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones. If the vendor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the Project Manager prior to implementation. Lake County shall accept only water borne non-lead type paint.

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

2. All striping shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 711, THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS. The vendor should pay special attention to Section 711-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m² and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m². In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the Project Manager.
3. It is the responsibility of the vendor to insure the current striping layout is recorded before the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies the vendor with a new striping pattern. If the vendor does not install the correct striping pattern, it shall be the vendor's responsibility to remove the markings by the method approved by the County. The vendor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, the vendor shall be responsible to repair the road surface to the County's satisfaction at the vendor's expense.
4. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator. The vendor shall self-inspect all road markings using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify width, thickness, color, and retroreflectivity. The vendor shall submit the results to the County on a reporting form pre-approved by the Project Manager.
5. The County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The County shall notify the vendor of any deficiencies. The vendor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.
6. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.
7. Longitudinal pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage. The retroreflectivity shall meet the initial requirements of 711-4.3. The vendor shall replace, at no cost to the County, any thermoplastic

pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

PUBLIC NOTIFICATION OF WORK

1. At the discretion of the County, the vendor may be required to utilize Portable Changeable (Variable) Message Signs (PCMS) for public notification of work. The PCMS shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2014 Edition (or latest edition), Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS. Unless otherwise directed by the Project Manager, the vendor shall be required to install the PCMS's at each end of the proposed work zone three (3) days prior to and throughout the duration of all construction. The PCMS shall display lane closure information including, but not limited to: anticipated lanes to be closed, extent of lane closure (i.e. "Next 3 Miles"), and daily hours of closures. The costs associated with the PCMS shall be charged per unit/per day as indicated on the pricing section.
2. The installation and removal of any PCMS shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.
3. If it is anticipated that any work being completed by the vendor will impede the access to a business, the vendor shall notify the affected business in writing no less than forty-eight (48) hours prior to the work starting. The vendor shall make all accommodations possible to not block access to a business for an extended period. A copy of the notification letter shall be provided to the Project Manager for approval prior to issuance.

WORKSITE TRAFFIC SUPERVISOR

1. The vendor shall have a Worksite Traffic Supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices as described in Florida Department of Traffic Standard Specifications for Road and Bridge Construction, 2014 Edition (or latest edition), Section 102, MAINTENANCE OF TRAFFIC.
2. The Worksite Traffic Supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.
3. Failure of the Worksite Traffic Supervisor to comply with the provisions of Section 102, may be grounds for this person being removed from the project. If the County removes this individual from the project, the vendor shall provide a replacement with someone

SECTION 2 – STATEMENT OF WORK

RFP Number: 15-0005

that is properly trained. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.

4. The cost associated with Worksite Traffic Supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

SECTION 3 – GENERAL TERMS AND CONDITIONS

RFP Number: 15-0005

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms - The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number - The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Non-discrimination
10. Family Leave
11. Antitrust Laws - By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.13(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposer's Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal - Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submission replaces the original submission. The new submission shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal - A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposer must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

SECTION 3 – GENERAL TERMS AND CONDITIONS

RFP Number: 15-0005

BE CAUSE TO REJECT THE PROPOSAL.

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

SECTION 3 – GENERAL TERMS AND CONDITIONS

RFP Number: 15-0005

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the vendor's employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred unutilized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be born by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

SECTION 3 – GENERAL TERMS AND CONDITIONS

RFP Number: 15-0005

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dqs.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other actual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ROAD RESURFACING AND RELATED SERVICES

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

| | |
|---|----------|
| Part I: | |
| The bidder must list below the dates of issue for each addendum received in connection with this RFP: | |
| Addendum #1, Dated: | 11/19/14 |
| Addendum #2, Dated: | 12/2/14 |
| Addendum #3, Dated: | 12/3/14 |
| Addendum #4, Dated: | 12/4/14 |
| " #5 | 12/9/14 |
| Part II: | |
| <input type="checkbox"/> No Addendum was received in connection with this RFP. | |

THE FOLLOWING DOCUMENTS ARE ATTACHED

- Attachment 1: Work References**
- Attachment 2: Vendor Profile Form**
- Attachment 3: Similar Projects Form**
- Attachment 4: Public Works Additional Terms and Conditions**
- Attachment 5: Performance Bond**
- Attachment 6: Payment Bond**
- Attachment 7: Pricing Worksheet**

WORK REFERENCES

| | |
|--------------------|--|
| Agency | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| Telephone | |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |

SEE ENCLOSED PROPOSAL

| | |
|--------------------|--|
| Agency | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| Telephone | |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |

| | |
|--------------------|--|
| Agency | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| Telephone | |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |

VENDOR PROFILE FORM

| | |
|--|---|
| <p>1. Bidder Name & Address:</p> <p><i>ATTACHED ENCLOSED IN PROPOSAL</i></p> | <p>1d. Licensed to do business in the State of Florida?</p> <p>_____ Yes _____ No</p> |
| <p>1a. FEIN #</p> <p>_____</p> | <p>1e. Name, Title & Telephone Number of Principal to Contact</p> <p>_____</p> |
| <p>1b. Year Firm was established _____</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p>Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p> | <p>1f. Address of office to perform work, if different from Item 1</p> <p>_____</p> |
| <p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p> <p>_____</p> <p>_____</p> <p>_____</p> | |
| <p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p>_____</p> <p>(Typed or Printed Name) (Title)</p> | |

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

| | | | | | | |
|---|-------------|----------------|-----------|-------------------|-------------------------|--|
| <u>Project Name, Entity Name, Address & Location</u> | | | | | <u>Contact Person:</u> | |
| | | | | | <u>Title:</u> | |
| <u>Completion</u> | <u>Date</u> | <u>(Actual</u> | <u>or</u> | <u>Estimated)</u> | <u>Telephone Number</u> | |
| <u>Project Cost: \$</u> | | | | | | |
| <u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). | | | | | | |
| <p><i>ATTACHED</i></p> <p><i>ENCLOSED IN</i></p> <p><i>PROPOSAL</i></p> | | | | | | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> | | | | | | |

ATTACHMENT 4

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Final Inspection
19. Final Acceptance
20. Measurement and Payment
21. Warranty

1. INTENT OF CONTRACT DOCUMENTS

- A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the vendor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the vendor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The vendor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the vendor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the vendor knows or should have known of any error or omission and fails to provide such notification, the vendor shall be deemed to have waived any claim for increased time or compensation the vendor may have had, and the vendor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

- A. The vendor shall have a responsible person available at or reasonably near the County on a twenty four (24) hour basis, seven (7) days a week, who may be

contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The vendor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The vendor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

13. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the vendor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The vendor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the vendor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the consequences of the changes or variations. If the vendor fails to provide written notice within the twenty four (24) hour limitation noted above, the vendor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUS MATERIALS

- A. Vendor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The vendor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the vendor and its employees.
- B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
 1. The chemical name and the common name of the toxic substance.

2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
 3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
 4. The primary route of entry and symptoms of exposure.
 5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 6. The emergency procedure for spills, fire, disposal and first aid.
 7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
 8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- C. Any spillage of hazardous chemicals and/or wastes caused by the vendor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the vendor shall be the sole responsibility of the vendor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.
- D. If any hazardous chemicals or conditions are discovered by the vendor during the normal work operation, it is the responsibility of the vendor to immediately contact the Project Manager with a description and the location of the condition.
- E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the County's representative may have the duty to require the vendor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the vendor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material

Safety Data Sheets, or any other information that would assist the vendor in the planning of a safe work site. The vendor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

- G. The vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.
- H. The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Vendor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the vendor.

5. GENERAL INSPECTION REQUIREMENTS

- A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the vendor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for vendor's inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of vendor on that individual project.
- B. Vendor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed and/or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the vendor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the vendor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the vendor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or

removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

- C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the vendor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the vendor notice of the defect. The vendor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the vendor giving the vendor another seven (7) calendar days to correct the defect. If the vendor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another vendor or terminating the contract.
- E. Should the vendor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the vendor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the vendor has failed or refused to make, shall be paid for out of any monies due or which may become due the vendor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the vendor's defective work and additional compensation due the County. The vendor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

- F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.
- G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

- A. Unless otherwise provided, contract time shall mean the number of consecutive business days from the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The vendor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the vendor's work with the work of other contractors so that the vendor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the vendor. The vendor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.
- B. Should the vendor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the vendor, and not due to the vendor's fault or neglect, the vendor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof,

or be deemed to have waived any right which the vendor may have had to request a time extension.

- C. If the vendor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The vendor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the vendor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.
- D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.
- E. The County and the vendor recognize that, since time is of the essence for this agreement, the County will suffer financial loss if the work is not completed within the time specified. The County will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day that the project continues after the scheduled completion date. The project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the County. The vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the vendor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

| <u>Specific Project Amount</u> | <u>Daily Charge per Calendar Day</u> |
|--|--------------------------------------|
| \$50,000 and under..... | \$642 |
| Over \$50,000 but less than \$250,000..... | \$758 |
| \$250,000 but less than \$500,000..... | \$966 |
| \$500,000 but less than \$2,500,000..... | \$1,532 |
| \$2,500,000 but less than \$5,000,000..... | \$2,374 |
| \$5,000,000 but less than \$10,000,000..... | \$3,226 |
| \$10,000,000 but less than \$15,000,000..... | \$4,624 |
| \$15,000,000 but less than \$20,000,000..... | \$4,276 |
| \$20,000,000 and over..... | \$7,864 plus 0.00005 |
| of any amount over \$20 million | |

- F. County shall retain from the compensation to be paid to vendor the above described sum.

8. HOURS OF OPERATION

- A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the vendor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.
- C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The vendor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.
- D. When the vendor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the vendor the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

- A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the vendor. Upon negotiation of the offer, execution and receipt of the Change Order, the vendor shall commence performance of the work as specified.
- B. The vendor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the vendor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the vendor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

- A. Claims by the vendor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the vendor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the vendor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- B. The vendor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.
 - 1. Claims by the vendor shall be resolved in the following manner:
 - a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The vendor shall then have fifteen (15) calendar days in which to provide additional

- supporting documentations, or to notify the County that the original claim stands as is.
- b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the vendor may bring an action in the County or Circuit Court sitting in Lake County, Florida.
2. Claims by the County against the vendor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.
3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

- A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the vendor has a letter from the landowner authorizing the vendor to do so. A copy of the letter shall be provided to the County. The vendor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the vendor shall be procured by the vendor at the vendor's expense.
- B. As the work progresses, the vendor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the vendor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the vendor cleans up the site to the satisfaction of the County. If the vendor fails to clean up the site, the County may choose to clean up the site at the vendor's expense.
- C. The vendor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The vendor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas

contiguous thereto, resulting from the performance of the work. At the completion of the work, the vendor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the vendor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

- D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

- A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2013 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2002 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2002 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.
- B. All costs associated with MOT must be included in the vendor's proposal price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, and/or barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- C. If the vendor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the vendor to hire and pay for this service.
- D. All lane closures shall have the prior approval of the Project Manager.

- E. The foregoing requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.
- F. The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the vendor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the vendor shall be the responsibility of the vendor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. The vendor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The vendor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- B. The vendor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the vendor or any one for whom the vendor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the vendor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the vendor.

- C. The vendor shall not disturb any benchmark established by the County with respect to the project. If the vendor, or its subcontractors, agents or any one for whom the vendor is legally liable, disturbs County benchmarks, the vendor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the vendor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the vendor.
- D. During the period of production of work and the warranty period the vendor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The vendor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the vendor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the vendor.
- E. All items damaged as a result of vendor or subcontractor operations, such as but not limited to: sidewalks, sealing, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the vendor, at their expense, in a manner proscribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the vendor, shall be the responsibility of the vendor. The County reserves the right to pay any such claims and deduct such amount from the vendor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the vendor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the vendor.
- F. The vendor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.
- G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The vendor shall notify the County immediately of any complaints given directly to the vendor.
- H. If in the course of completing work as part of this contract there is an accident that involves the public, the vendor shall as soon as possible, inform the Project

Manager of the incident by telephone. The vendor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the vendor shall forward a copy of the report to the Project Manager.

- I. The vendor shall be responsible for re-grading and re-sodding any areas that are disturbed by the vendor during the course of the work being completed.

15. EQUIPMENT

- A. The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the vendor's equipment by the Project Manager shall not relieve the vendor of the responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion of the service.
- B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.
- C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The vendor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

- A. The vendor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.
- B. The vendor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the vendor believes that such performance will involve additional expenses to the vendor or require additional time, the vendor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the vendor fails to send the above required notice, the vendor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The vendor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The vendor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.
- D. If any part of the vendor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the vendor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the vendor to obtain proper execution or results. The vendor's failure to report will constitute an acceptance of the other work as fit and property for integration with the vendor's work.

18. FINAL INSPECTION

- A. Maintenance of Work. The vendor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.
- B. Upon notice from the vendor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the vendor if necessary of any deficiencies with the project. The vendor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying vendor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.
- C. The vendor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the vendor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the vendor, the Project Manager shall make another inspection. There shall be an eighty dollar (\$80.00) inspection fee assessed to the vendor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

19. FINAL ACCEPTANCE

- A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The vendor will then be released from further obligation except as set forth in the warranty and/or bonds in this Contract.
- B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the vendor be discovered after the final payment has been made, to claim and recover from the vendor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

20. MEASUREMENT AND PAYMENT

- A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.
- B. The vendor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

21. WARRANTY

The vendor shall obtain and assign to the County all express warranties given to the Vendor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Vendor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Vendor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Vendor shall correct it promptly after receipt of written notice from the County. The Vendor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
 Contractor Address _____
 Contractor Address 2 _____
 Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
 Surety Address _____
 Surety Address 2 _____
 Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____ (\$ _____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Bid No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

(Company Name)

By: _____
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

Witness as to Principal

Witness as to Principal

ATTACHMENT 6

RFP Number: 15-0005

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____
_____ a _____ Corporation, on behalf of
the Corporation. He/She is personally known to me or has produced
_____ as identification and who did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

ATTACHMENT 6

RFP Number: 15-0005

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me

this _____ by _____
_____ of _____
_____, a _____ Corporation, on behalf of
the Corporation. He/She is personally known to me or has produced
_____ as identification and who did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____

Bond Number: _____

PAYMENT BOND**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____ (\$ _____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assigns, jointly and severally.

WHEREAS, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for _____ Bid No. _____ said Contract being made a part of this Bond by this reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

ATTACHMENT 6

RFP Number: 15-0005

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____ DAY OF _____ 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

(Company Name)

By: _____

Witness as to Principal (Authorized Signature)

Witness as to Principal (Printed Name)

(Title)

(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me
this _____ by _____
_____ of _____, a
_____ Corporation, on behalf of the Corporation. He/She is personally
known to me or has produced _____ as identification and who
did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My commission expires: _____

ATTACHMENT 6

REF Number: 15-0005

By: _____

Witness as to Surety (Authorized Signature)

Witness as to Surety (Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____

_____ of _____, a
_____ Corporation, on behalf of the Corporation. He/She is personally
known to me or has produced _____ as identification and who
did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My commission expires: _____

Performance and Payment Bonds Recording Fees

Performance and Payment (labor and materials) Bonds shall be provided by the Contractor in the amount of 100% of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to Susan Dugan, Lake County Procurement Services for recording of said bonds. The bonds will be acceptable to the County only if the following conditions are met:

- The Surety is licensed to do business in the State of Florida;
- The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- The Surety is otherwise in compliance with the Florida Insurance Code;
- The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
- The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the contractor made payable to Neil Kelly, Clerk of the Court.

D.A.B. Constructors, Inc.

Heavy Civil Construction Solutions



Lake County Road Resurfacing & Related Services
RFP 15-0005

Statement of Interest & Understanding of Project

D.A.B. Constructors, Inc. has been performing work for Lake County under their Road Resurfacing Program since 2007 continually through the end of 2014.

D.A.B. Constructors, Inc. is familiar with the County Staff and Procedures in place for the performance of previous Road Resurfacing Contracts and will continue provide experienced staff to provide the highest level of work performance and quality to Lake County.

D.A.B. Constructors, Inc. management staff and operations personnel are thoroughly familiar with the intent and most importantly with the application of the work as outlined and specified in this RFP.

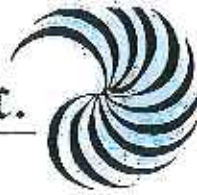
D.A.B. Constructors, Inc. is an F.D.O.T. Prequalified in the performance of Asphalt paving. Our paving crews and plants are among the highest ranked, annually, in the State of Florida for quality of workmanship and product produced. D.A.B. has received many A.P. Pat Bolton awards, including the "Statewide Award in 2007 for F.D.O.T. work performed in Lake County.

D.A.B. Constructors Inc. will provide the project with

- Project Manager to oversee the contract work, preconstruction project site visits and measuring process, coordination and scheduling of staff and subcontractors, invoicing and project completion.
- Paving Crew with direct onsite supervision and coordination by D.A.B. Director of Paving Operations.
- Oversight of product quality and processes by D.A.B. Quality control Manager.
- Preparation of site specific work prior to paving by crews familiar with Lake County preferences and contract requirements.
- F.D.O.T. certified Asphalt Plant and lab with Control Processes for Production of F.D.O.T approved Asphalt.
- 2 Asphalt Plants -> One local to Lake County in Leesburg and an additional Plant in Brooksville available as a backup
- All Management, Foreman and Senior Site Personnel are M.O.T. Worksite Traffic Supervisor Certified.
- D.A.B. Constructors Inc employs a full time Safety Director whose additional duties include the investigation of citizen complaints and damage claims.

D.A.B. Constructors, Inc.

Heavy Civil Construction Solutions



VENDOR PROFILE

As requested please find attached the following:

- Federal Identification Number- 65-0026542
- F.D.O.T. prequalification Status and Work Classes
- Contractor's License

Listing of Prequalified Contractors

Contractor with Name D.A.B. CONSTRUCTORS, INC.
1-1 of 1 contractors

| VENDOR NAME | HOME OFFICE ADDRESS | BIDDING OFFICE ADDRESS |
|---|--|--|
| D.A.B. CONSTRUCTORS, INC. F050026542001 EXPIRES: 12/30/2016 | 62 HWY 40 WEST P.O. BOX 1589 INGLIS, FL 34449 (352)447-5488 | 62 HWY 40 WEST P.O. BOX 1589 INGLIS, FL 34449 (352)447-5488 |

WORK CLASSES

DRAINAGE

FLEXIBLE PAVING

GRASSING, SEEDING AND SODDING

HOT PLANT-MIXED BITUM. COURSES

ROADWAY SIGNING

FENCING

GRADING

GUARDRAIL

MINOR BRIDGES



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**BACHSCHMIDT, DEBORA ANN
D A B CONSTRUCTORS INC
62 HWY 40 WEST
P O BOX 1589
INGLIS FL 34449**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CUC056696

ISSUED: 07/29/2014

**CERT UNDERGROUND & EXCAV CNTR
BACHSCHMIDT, DEBORA ANN
D A B CONSTRUCTORS INC**

IS CERTIFIED under the provisions of Ch 489 FS,
Expiration date - AUG 31, 2016 11407290001746

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

| LICENSE NUMBER | |
|----------------|--|
| CUC056696 | |

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



**BACHSCHMIDT, DEBORA ANN
D A B CONSTRUCTORS INC
62 HWY 40 WEST
P O BOX 1589
INGLIS FL 34449**



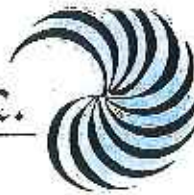
ISSUED: 07/29/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407290001746

D.A.B. Constructors, Inc.

Heavy Civil Construction Solutions



PROGRAM MANAGER

Kathryn Barnes- 2004 to Present

Kathryn has over 35 years' experience in roadway construction management and estimating. This tenure includes oversight of the previous work with Lake County involving the Road Resurfacing and Related Services Contract.

As a project Manager and Estimator Kathryn's career has involved individual project ranging in size from \$10,000 to \$35,000,000.00 +.

During her 10 year tenure at D.A.B. Constructors, Inc. Kathryn has consistently handled all management activities within the Lake County area, including all Lake County projects and F.D.O.T. project in the area.

Certifications and Licenses:

Certified General Contractors License
Certified Underground Utility License
Worksite Traffic Supervisor
OSHA Competent Person
Stormwater Management Inspector

Prior TO 2004

Bergcron Land Development-1978 to 2000

Site Development and Roadway Contractor. Progressed through all Departments to Chief Estimator

Kathryn & Associates Contracting 2000-2002

Owner/Operator WBE Contracting firm performing in Underground Utilities and Clearing/Grading

ACE Constructors, Inc.- 2002 to 2004

Estimator & Project Manager

Site development and roadway contractor

PROGRAM MANAGER

Continued

Kathryn Barnes
D.A.B. Projects List

D.A.B. Constructors, Inc.
P.O. Box 1589
Ingles, FL.

| Description of Project | Project Limits | Project Scope of Work | Project Duration | Contract Amount |
|---|---|---|----------------------|------------------|
| JOB 371 (441 A) Lake Cnty | From W of Mills St to W of College Drive | Reconstruct & Widen | 2004-2008 | \$ 16,795,559.95 |
| 390 - T5097 US 27 | From South of Citizens Blvd to North of CR 25 | Resurface and Safety Improvements | JAN 2006 to nob 2006 | \$ 5,478,000.00 |
| | SR 91/ SR 50 Interchange & 4th Street | Roadway Construction Work | 12/05 to 3/07 | \$ 1,022,886.10 |
| 391 - E8889 Sub to Leware | | | | |
| | | | | |
| 398-408638 Lake SR 25/US 27 Bridge | US 27 Bridge over Palatka Creek | Resurfacing, Grading | 11/05-9/06 | \$ 892,395.48 |
| 419 (415516) SR 19 | From CR 48 to S of Lake Harris Bridge | Milling & Resurfacing | 8/06-12/06 | \$ 1,058,518.28 |
| 302-LAKE COUNTY-CR 501 RECONSTRUCT Reconstruction & Countywide Annual Resurfacing | CR 561 and Various other Locations | CR 561 Shoulders and Annual Milling & Resurfacing | 2007 | \$ 2,185,963.41 |
| 435-Lake Norris (Leware Prime) | | Dirt/Paving | 4/07-5/07 | \$ 343,953.00 |
| 444-Lake County-2006-13-JOHNS LAKE AND HANCOCK ROAD | Intersection Improvements | Widen & Resurface Hancock Road | 5/07-9/07 | \$ 884,444.44 |

Kathryn Barnes
D.A.B. Projects List

| | | | | | |
|---|--|---|----------------|----|---------------|
| 452- 410250 SR 35 | From S of Clark to W Of Mulberry-Coleman | Mill, Resurface, Safety Improvements | 1/08-5/08 | \$ | 2,295,056.05 |
| 455-419572 Florida Turnpike (Sub to Ranger) | Sumter County | Resurfacing & Guardrail Improvements | 3/08-3/09 | \$ | 11,290,328.92 |
| Lake County -LAKE ANNUAL RESURFACING 457 | Lake County | Milling and Resurfacing | 2008-2013 | \$ | 13,646,849.01 |
| 458 422162-FDOT I75 Median Guardrail | | Sumter County | 9/08-2/109 | \$ | 2,044,218.50 |
| 467 419586-TS265-FDOT-SR 35 Marion County | | Resurface & Safety Improvements | 2/09-5/09 | \$ | 412,682.80 |
| 469- LAKE County 2009-03 CR 44 Lake County | From CR 44 to CR 473 | Add Shoulders, Milling, Resurfacing | 3/09-12/09 | \$ | 4,017,263.58 |
| 471-421979-TS288 SR 19 Lake & Marion Counties | From CR 445 to South of SR 40 | Milling & Resurfacing | 5/09-9/09 | \$ | 3,494,444.44 |
| 474- 128-0-2209/CK -C 475 - Sumter County | From SR 44 to CR 473 | Reclaim, Widen, Pave | 7/09-3/2010 | \$ | 1,263,264.30 |
| 479-Levy County- Williston Airport | Taxiway B, D-1 & E Rehabilitation | Milling, Resurfacing, Lighting & Other Improvements | 11/09-4/2010 | \$ | 905,639.83 |
| 480- Marion County-FDOT Contract TS300 - US 301 | CR 42 to Marion/sumter County Line | Reconstruct from 2 to 4 lanes | 11/09-2/2011 | \$ | 3,741,005.72 |
| 498- TS312-SR 35 milling and Resurfacing-Sumter County | From South of Turnpike to North of NE 100 Road | Resurfacing, Rehabilitation | 1/2010-5/2010 | \$ | 1,282,056.96 |
| 527 City of Apopka-Old Dixie Highway Resurfacing- | | Resurfacing & Safety Improvements | 9/2010-12/2010 | \$ | 218,888.88 |
| 528 LAKE COUNTY Project - Royal Trails & Astor Transfer Station | Royal Trails | Reclaim, Pave | 11/10-11/11 | \$ | 462,349.01 |

Kathryn Barnes
D.A.B. Projects List

| | | | | | |
|--|--|---|-----------------|----|--------------|
| 529 -FDOT SR 700 (US98) | From Pasco Line to SR 50 Herrando | Milling, Resurfacing, Other Improvements | 12/10-6/2011 | \$ | 1,294,444.44 |
| 531- Alachua County-0SW 62nd Blvd Connector-Interim Project | SW 20th Ave and SW 43 Ave | Reconstruct & Widen | 12/2010-10/2012 | \$ | 3,944,493.70 |
| 502-309- Lake County-ARRA-Lake Griffin | | Resurface | | \$ | 130,575.18 |
| CR-445 | | Resurface | | \$ | 271,811.01 |
| CR-474 | | Resurface | | \$ | 1,548,906.80 |
| Lakeshore Drive | | Resurface | | \$ | 33,175.80 |
| CR 466A | | Resurface | | \$ | 131,904.21 |
| CR 19A | | Resurface | | \$ | 48,346.40 |
| Eagles Nest Road | | Resurface | | \$ | 130,010.16 |
| Goose Prairie Road | | Resurface | | \$ | 128,915.72 |
| 510-CR 448 | | Add Shoulders, Resurface | | \$ | 1,613,984.73 |
| 542-US 27 (SR 500) The Villages FDOT 421989 | From South of NE 136th to South of 178th Street | Milling, Resurfacing, Widening & Safety Improvements | 4/2011-9/2011 | \$ | 878,888.88 |
| 543-Lake County - AQ130-Sleepy Hollow Road | | Resurfacing (ARRA) | 4/11-5/11 | \$ | 108,102.44 |

Kathryn Barnes
D.A.B. Projects List

| | | | | | |
|--|--------------------------------|--|-----------------|----|---------------|
| 544- Lake County-CR -452 | | Resurfacing | 5/11-8/11 | \$ | 331,229.56 |
| 545-Lake County-CR44 (ARRA) | From Silver Lake to Poe Street | Resurfacing | 4/11-7/11 | \$ | 279,703.93 |
| 548-FDOT T3389-Sunter-SR44 | I 75 to Parkwood Oaks | Milling & Resurfacing | 5/2011-10/2011 | \$ | 2,234,444.44 |
| 549-FDOT-US 301 | From Hernando Line to 13th Ave | Milling & Resurfacing | 5/2011-12/2011 | \$ | 2,676,724.15 |
| 552- ESP75-SR 44 & Orange Ave- Fustis- | Intersection Improvements | Milling & Resurfacing | 8/2011-12/2011 | | |
| 557- City of Gainesville- NE 25th- | NE 25th Limits | Add shoulders, Mill, Resurface and Safety Improvements | 8/2011-10/2012 | \$ | 768,197.32 |
| 568-Lake County- CR 565A AND SILVER EAGLE ROAD - LAKE COUNTY PROJECT | CR 565A | Add shoulders, Resurface, Other Improvements | 9/2012-1/2013 | \$ | 595,008.48 |
| 569-FDOT-18191 Turnpike-Southbound | Lake County | Resurfacing and Ramp Improvements | 7/2012-8/2013 | \$ | 7,329,343.49 |
| 578- NEW LAKE ANNUAL PAVING CONTRACT- | Lake County-Various | | 2013-2014 | \$ | 3,474,952.24 |
| 579-PAVING AT INVERNESS AIRPORT | Inverness Airport | Milling & Resurfacing | 2013 | \$ | 173,681.02 |
| 580-FDOT T7315-SR 50A | Cortez to Jefferson | Drainage Improvements, Milling, Resurfacing, Sidewalks | 5/2013-6/2014 | \$ | 2,411,435.82 |
| Pasco/Hernando Line 8.1 miles LEVEL C=57,848 Tons, FC-5=21,495 Tons 660 CD | From SR 52 to PASCO Line | Milling Resurfacing, Widening, Sidewalk, Safety Improvements | 11-2013-Ongoing | \$ | 25,464,958.44 |

Kathryn Barnes
D.A.B. Projects List

| | | | | | |
|--|-------------------------|---|-----------------|----|--------------|
| 584 Stunter County-CR 466A WIDENING | US 301 to Powell | Reconstruct and Widen | 11/2013-Ongoing | \$ | 4,279,999.00 |
| 589- Lake County-CR 445 Widening and Resurfacing- | SR 19 to Hibiscus Road | Add shoulders, Resurface, Other Improvements | 6/2014-10/2014 | \$ | 562,562.62 |
| 593 FDOT T5466-SR 500 LAKE AND ORANGE COUNTIES | Mount Dora to Tangerine | Add shoulders, Bus Stops | 9/2014-12/2014 | \$ | 992,992.91 |

D.A.B. Constructors, Inc.

Heavy Civil Construction Solutions



Direct Oversight of Paving Operations will be supervised by D.A.B.'S Director of Asphalt Mr. Kevin Price.

Mr. Price is D.A.B.'s Asphalt Quality Control Manager.

Mr. Price has been employed at D.A.B. Constructors, Inc. since 2003.

Prior to 2003 Mr. Price was a branch manager at Central Testing Laboratory for the Ocala area.

D.A.B.'s employ's three full time asphalt crews, owns and operates two asphalt plants and maintains a fleet of trucks to service the paving operations.

DAB's Asphalt plants meet all F.D.O.T. requirements including the necessary on site laboratory facilities for quality control of product.

D.A.B.'s operations manager Gary D'Amico will oversee grade crews and punch list. Gary has been with D.A.B. Constructors, Inc. in excess of 20 years of which more than half has been spent as General Manager.

D.A.B. Constructors, Inc. has additional management staff equally qualified to fill in or replace as may become necessary any staff involved with this project and provide for continued excellence in service and quality.

KEVIN L. PRICE
1990 W. Alhambra Drive
Citrus Springs, FL 34434

EXPERIENCE:

- April, 2003 to Present **Quality Control Manager, Project Manager - D.A.B. Constructors, Inc., Inglis, Florida.**
Duties include: Management of QC field technicians, QCP creation and implementation for soils, concrete, and asphalt. Coordination between production and QC for inspection and testing. Creation and maintenance of the Quality Systems Manual. Radiation Safety Officer. QC documentation control (i.e. verifying the accuracy and completeness of field and lab reports). Data entry for LIMS & CQR. Tracking quantities for estimation purposes. Also responsible project scheduling, coordination with site personnel, Claims identification and tracking, monthly estimates and submittals. Project coordination between construction and administration. Customer relations and negotiation of contract claims and discrepancies. Sub-contractor scheduling.
- November, 1999 to April, 2003 **Branch Manager, Quality Control and FDOT Project Manager, Central Testing Laboratory, Ocala, Florida.** Duties include: Personnel management, supervision and training, control and Management of laboratory material and equipment, inspection of streets, roadways, highways, airports, drainage, water, sewer treatment facilities, concrete sampling, obtaining data for reports and studies, field inspection, laboratory tests for concrete, soils, soil cement, asphalt, subsurface investigation and testing.
- June, 1994 to November, 1999 **Engineering Technician/Project Manager, Central Testing Laboratory, Leesburg, Florida.**
Duties include: Personnel management, supervision and training, control and Management of all prestress bridge components for the Orlando-Orange County Expressway Authority Western Beltway. Inspection of Prestress beams and slabs for the FDOT at Dura-Stress Inc in Lisbon, Florida. Inspection of streets, roadways, highways, sewer treatment facilities, concrete sampling, obtaining data for reports and studies, field inspection, laboratory tests for concrete, soils, soil cement, asphalt, subsurface investigation and testing.
- March, 1993 to June 1994 **Production, Durastress Inc. Lisbon Florida**
Production of Prestressed/Precast bridge and commercial construction components for various state and local agencies.

Chairman of the ACAF Specifications Committee.

Honorably Discharged from the US Navy

EDUCATION

High School Graduate

Working towards AA degree in Civil Engineering at Central Florida Community College

CERTIFICATIONS:

Certified by Troxler Electronics Laboratory to operate nuclear density gauges

Certified Radiation Safety Officer by Troxler Electronics Laboratory

Construction Training Qualification Program (CTQP)

Asphalt Paving Technician -- Level I

Asphalt Paving Technician -- Level II

Construction Management Academy / QC Manager

Asphalt Mix Design

State of Florida, Department of Transportation (FDOT)

Asphalt Plant Technician, Certificate No. 3299

Asphalt Paving Technician, Certificate No. 6716

Limerock Bearing Ratio Technician, Certificate No. 0169

Earthwork Density Inspector, Certification No. D-00640

Earthwork Density Record System

Prestressed Concrete Construction Inspector
(Equivalent to PCI Level III)

Asphaltic Concrete Paving Inspection

Asphaltic Concrete Testing

Asphaltic Concrete Plant Inspection

Certified by American Concrete Institute

CMFC Concrete Cylinder Testing Technician

ACI Field Inspector, Level I

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

| | | |
|---|-------------------------|---|
| <u>Project Name, Entity Name, Address & Location</u> Lake County Road Resurfacing and Related Services Contract 13-0012 | | <u>Contact Person:</u> Lake County Road Operations-Brenda Press Lake County Construction-Terry Scott <u>Title:</u> |
| <u>Completion Date (Actual or Estimated)</u> 2014 | <u>Telephone Number</u> | |
| <u>Project Cost: \$ 3,474,952.24</u> | | |
| <u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Milling and Resurfacing Or Leveling and Resurfacing OR Resurfacing Including Paint Stripes where contracted Various Roadways within Lake County as contracted | | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Kathryn Barnes-Project Manager Kevin Price- Asphalt Ryan Coman, Steve Tapley, Mike Triano-DAB Paving Crew Supervisors | | |

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

| | | |
|---|-------------------------|---|
| <u>Project Name, Entity Name, Address & Location</u> Lake County Road Resurfacing and Related Services Contract 08-0004 | | <u>Contact Person:</u> Lake County-Road Operations Lake County Construction-Jeff Johnson <u>Title:</u> |
| Completion Date (Actual or Estimated) 2008-2013 Project Cost: \$ 13,646,849.01 | <u>Telephone Number</u> | |
| <u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Milling and Resurfacing Or Leveling and Resurfacing OR Resurfacing Including Paint Stripes where contracted Various Roadways within Lake County as contracted | | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Kathryn Barnes-Project Manager Kevin Price- Asphalt Ryan Corman, Steve Tapley, Mike Triano-DAB Paving Crew Supervisors | | |

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

| | | | | | |
|---|-------------|----------------|-----------|---|---|
| <u>Project Name, Entity Name, Address & Location</u> | | | | <u>Contact Person:</u> | |
| Asphalt Pavement Rehabilitation Program 2012-2013 Annual Asphalt Pavement Rehabilitation Program PASCO County 38053 Live Oak Avenue Dade City, FL 33523 | | | | David Brown dbrown@pascocountyfl.net | |
| | | | | <u>Title:</u> Project Manager-Pavement Assessment Engineer | |
| <u>Completion</u> 2012-current | <u>Date</u> | <u>(Actual</u> | <u>or</u> | <u>Estimated)</u> | <u>Telephone Number</u> 727-834-3601 |
| Project Cost: \$ 11,020,750.31 | | | | | |
| <u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). | | | | | |
| Roadway Improvements as contracted per purchase order. Can include | | | | | |
| Milling, Resurfacing, Drainage, Concrete Flatwork, Sodding, Shoulder and widening, Fencing, Handrail | | | | | |
| Turnout Construction, Excavation, Embankment, Limerock Base, Asphalt Base, Concrete Base, | | | | | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> | | | | | |
| Kevin Price-Asphalt Director & Quality Control Ryan Coman, Steve Tapley, Mike Triano- Paving Crews Frank Newborn, James Boliver, Miguel Ramirez-Grading Operations Gary D'Amico-Operations General Manager | | | | | |

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

| | |
|--|---|
| <u>Project Name, Entity Name, Address & Location</u> CR 561 SHOULDER RECONSTRUCTION AND ANNUAL COUNTYWIDE PAVING Contract 06-135 | <u>Contact Person:</u> Lake County-Road Operations Lake County Construction-Jeff Johnson <u>Title:</u> |
| <u>Completion Date (Actual or Estimated)</u> 2007 <u>Project Cost: \$ 2,185,963.41</u> | <u>Telephone Number</u> |
| <u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Milling and Resurfacing Or Levelling and Resurfacing OR Resurfacing Including Paint Stripes where contracted Various Roadways within Lake County as contracted and Shoulder Construction on CR 561 | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Kathryn Barnes-Project Manager Kevin Price- Asphalt Ryan Corman, Steve Tapley, Mike Triano-DAB Paving Crew Supervisors | |

SIMILAR PROJECT'S FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

| | | |
|---|-------------------------|--|
| <u>Project Name, Entity Name, Address & Location</u> Citrus County ITB 004-09 Roadway Resurfacing 07/08 | | <u>Contact Person:</u> Citrus County Engineering <u>Title:</u> |
| <u>Completion</u> <u>Date</u> (Actual or Estimated) 2009 | <u>Telephone Number</u> | |
| Project Cost: \$ <u>3,078,545.13</u> | | |
| <u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Asphalt Pavement, Stripes, Excavation, Sodding | | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Kevin Price- Asphalt Director and Quality Control Gary D'Amico- Operations General Manager Mike Triano-Paving Supervisor (one of three available) | | |

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

| | | |
|---|---|--|
| <u>Project Name, Entity Name, Address & Location</u> Citrus County Citrus Annual 2011 | | <u>Contact Person:</u> Citrus County Engineering <u>Title:</u> |
| <u>Completion Date (Actual or Estimated)</u> 2011 | <u>Telephone Number</u> 352-527-5480 | |
| <u>Project Cost: \$ 2,799,552.57</u> | | |
| <u>Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).</u> Asphalt Pavement, Stripes, Excavation, Sodding | | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Kevin Price- Asphalt Director and Quality Control Gary D'Amico- Operations General Manager Mike Triano-Paving Supervisor (one of three available) | | |

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

| | | |
|--|--|---|
| <u>Project Name, Entity Name, Address & Location</u> PASCO County Asphalt Pavement Rehabilitation Program | | <u>Contact Person:</u> David Brown |
| <u>Completion Date (Actual or Estimated)</u> 2012 | | <u>Title:</u> Pavement Assessment Engineer |
| <u>Project Cost: \$</u> 4,000,000.00 | | <u>Telephone Number</u> 727-834-3601 |
| <u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Roadway Improvements as contracted Milling, Paving, Drainage, Concrete Flatwork, Sodding, Shoulder and widening, Fencing, Handrail Turnout Construction, Excavation, Embankment, Base Work | | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Kevin Price-Asphalt Director and Quality Control Gary D'Amico-Operations General Manager | | |

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

| | | |
|--|--|--|
| <u>Project Name, Entity Name, Address & Location</u> Florida Turnpike through Lake County FDOT Project EBL91 | | <u>Contact Person:</u> Joe Chinelly |
| <u>Completion Date (Actual or Estimated)</u> 8/2013 | | <u>Title:</u> Turnpike Construction Project Manager |
| <u>Project Cost: \$</u> 7,529,343.49 | | <u>Telephone Number</u> joseph.chinelly@dot.state.fl.us |
| <u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Mill and Resurface Turnpike Southbound and ramps through Lake County - 16.07 Miles Add Drainage, Guardrail and Lighting, Signal and Ramp Improvements | | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Kathryn Barnes-Project Manager Kevin Price-Asphalt Director and Quality Control Gary D'Amico- Operations General Manager Mike Triano-Paving Supervisor (One of Three Available) | | |

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

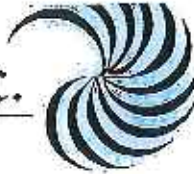
| | | |
|---|--|--|
| <u>Project Name, Entity Name, Address & Location</u> F.D.O.T. DISTRICT 7 SR 50A FROM CORTEZ TO Jefferson Street Brooksville, Fl | | <u>Contact Person:</u> Jo Ellyn Guthrie |
| <u>Completion Date (Actual or Estimated)</u> 6/2014 | | <u>Title:</u> Operations Engineer |
| <u>Project Cost: \$</u> \$2,411,435.82 | | <u>Telephone Number</u> 352-848-2600 JoEllyn.Guthrie@dot.state.fl.us |
| <u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Mill and Resurface 1.62 miles of two lane, including right of way improvements containing excavation, embankment Gravity Wall, Storm Drainage, Signs, Pavement Markings | | |
| <u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Kathryn Barnes-Project Manager Kevin Price-Asphalt Director and Quality Control Gary D'Amico-Operations General Manager Mike Triano, Ryan Corman and Steve Tapley- Paving Supervisors | | |

VENDOR PROFILE FORM

| | |
|--|--|
| <p>1. Bidder Name & Address:</p> <p>D.A.B. Constructors, Inc. P.O. Box 1589 Inglis, FL.</p> | <p>1d. Licensed to do business in the State of Florida?</p> <p><u> X </u> Yes <u> </u> No</p> |
| <p>1a. FEIN #</p> <p><u>65-0026542</u></p> | <p>1e. Name, Title & Telephone Number of Principal to Contact</p> <p>William Bachschmidt, Vice President 352-447-5488</p> |
| <p>1b. Year Firm was established <u>1988</u></p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p>Yes <u> </u> No <u> X </u></p> <p>If you answered yes, please provide proof.</p> | <p>1f. Address of office to perform work, if different from Item 1</p> <p>MATERIALS WILL BE SUPPLIED FROM</p> <p>Asphalt Operations- Leesburg Asphalt Plant 1233 Commerce Street Leesburg, FL 34748</p> <p>ALL MAIL AND INQUIRIES TO THE INGLIS, FL OFFICE</p> |
| <p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p> <p>KATHRYN BARNES KEVIN PRICE GARY D'AMICO PAVING CREWS - THREE AVAILABLE-ASSIGNMENT AS SCHEDULED GRADE AND PREPARATIONS WORK- 10 AVAILABLE- ASSIGNMENT AS SCHEDULED SEE ATTACHED LISTING OF PERSONNEL AND STATEMENT OF INTEREST</p> | |
| <p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p>_____ (Typed or Printed Name) (Title)</p> | |

D.A.B. Constructors, Inc.

Heavy Civil Construction Solutions



EQUIPMENT/PERSONNEL LISTS

Equipment:

See Attached List of Equipment Available

D.A.B. CONSTRUCTORS, INC.

Patial EQUIPMENT LIST

Private, Confidential and not for distribution

| EQUIP | YR-MAKE | MODEL |
|---------|--------------------------------|----------------|
| AC-001 | 1995 SULLAIR AIR COMPRESSOR | |
| AC-003 | 2001 SULLIVAN 185 AIR COMP | 2001 SULLIVAN |
| AC-004 | 2000 SULLIVAN AIR COMPRESSOR | 185 |
| AC-005 | 25HP AIR COMPRESSOR | CASM462C |
| AC-006 | 2006 I-R AIR COMPRESSOR | P185WJD |
| AC-007 | COM-AIR, ROTARY 40HP 460/3/60 | QUQGB-40-460 |
| AD-006 | 2009 STERLING DISTRIBUTOR | STERLING |
| AD-007 | 2011 INTERNATIONAL DISTRIBUTOR | WORKSTAR |
| AD-008 | 2011 INTERNATIONAL DISTRIBUTOR | LEEBOY |
| AF-001 | 2008 SAFETY TECH-AUTO FLAGGER | FLAGGER |
| AF-002 | 2008 SAFETY TECH-AUTO FLAGGER | FLAGGER |
| AP-006 | 2004 CEDAR RAPIDS PAVER CR352 | CR-352 |
| AP-007 | 2005 CEDARAPIDS PAVER CR452 | CR452 |
| AP-008 | 2002 CEDARAPIDS PAVER CR-351 | CR-351 |
| AP-009 | 2008 CEDARAPIDS PAVER CR452 | CR452 |
| AP-010 | 2009 ROADTEC RP170 Paver | RP170 |
| AP-011 | 2009 TEREX PAVER CR452 | CR452 |
| AP-012 | 2011 ROADTEC RP170 Paver | RP170 |
| AP-014 | 2013 CAT AP1000E PAVER | AP1000E |
| AVR-003 | 1999 INGERSOL DD110 COMPACTOR | DD110 |
| AVR-004 | 1999 INGERSOL DD110 COMPACTOR | DD-110 |
| AVR-005 | 2003 INGERSOL DD110 COMPACTOR | INGERSOL DD110 |
| AVR-006 | 2003 INGERSOL DD110 COMPACTOR | INGERSOL DD110 |
| AVR-007 | 2006 I-RAND DD112HF COMPACTOR | DD-112HF |
| AVR-008 | 2006 I-RAND DD112HF COMPACTOR | DD-112HF |
| AVR-009 | 2008 I-RAND DD112HF COMPACTOR | DD112-HF |
| AVR-010 | 2008 I-RAND DD112HF COMPACTOR | DD112-HF |
| AVR-011 | 2006 I-RAND DD118HFA COMPACTOR | DD118-HFA |
| AVR-012 | 2006 I-RAND DD112HF COMPACTOR | DD112-HF |
| AVR-013 | 2009 VOLVO DD112HF COMPACTOR | DD112-HF |
| BD-017 | 2009 KOMATSU D51PX-22 DOZER | D51PX-22 |
| BD-018 | 2010 CAT D6K-LGP DOZER | D6K-LGP |
| BD-019 | 2010 CAT D6K-LGP DOZER | D6K-LGP |
| BD-020 | 2012 KOMATSU D39PX-22 DOZER | D39PX-22 |
| BD-021 | 2012 KOMATSU D51PX-22 DOZER | D51PX-22 |
| BD-022 | 2012 KOMATSU D51PX-22 DOZER | D51PX-22 |
| BD-023 | 2013 KOMATSU D31PX-22 DOZER | D31PX-22 |
| BM-001 | 2006 SCHULTZ XH1500 MOWER | XH1500 |
| BP-001 | 2005 BROCE BROOM MK1 [PICKUP] | MK1 |
| BP-002 | 2008 BROCE BROOM MK1 [PICKUP] | MK1 |
| BP-003 | 2009 BROCE BROOM MK1 [PICKUP] | MK1 |
| BT-004 | 1995 BROCE BROOM RC300 | RC-300 |
| BT-005 | 1998 BROCE BROOM TRACTOR W/CAB | RC-350 |
| BT-006 | 1999 BROCE BROOM RC 350 | RC 350 |

| | | |
|---------|--------------------------------|-----------------|
| BT-007 | 1997 MOBILE SWEEP 2TECC4-2095 | |
| BT-008 | 2000 ROSCO CHALLENGER BROOM II | ROSCO BROOM II |
| BT-009 | 1994 BROCE BROOM RC300 | RC 300 |
| BT-010 | 1998 BROCE BROOM RC 350 | BROCE BROOM |
| BT-012 | 2002 ROSCO CHALLENGER BROOM | ROSCO BROOM |
| BT-013 | 2003 ROSCO SWEEP PRO BROOM | ROSCO BROOM |
| BT-014 | 2004 ROSCO SWEEP PRO | ROSCO SWEEP PRO |
| BT-015 | 2005 LEEBOY BROOM | SWEEP |
| BT-017 | ROSCO 4830 BROOM TRACTOR | 4830 |
| BT-018 | ROSCO LEBY SWEEP PRO BROOM | SWEEP PRO |
| BT-019 | ROSCO LEBY SWEEP PRO BROOM | SWEEP PRO |
| BT-020 | ROSCO SWEEP BROOM | SWEEP |
| BT-021 | 2010 SUPERIOR BROOM | SM80-CT |
| BT-022 | ROADTEC FB85 FRONT BROOM | FB85 |
| BT-023 | ROADTEC FB85 FRONT BROOM | FB85 |
| BT-024 | ROADTEC FB85 FRONT BROOM | FB85 |
| BU-001 | 2005 OLYMPIAN BACK-UP SERVER | E041150-1 |
| CAM-001 | BRINKS SURVEILLANCE SYSTEM-P1 | FA-DR8500CD |
| CAM-002 | BRINKS SURVEILLANCE SYSTEM-P2 | FA-DR8500CD |
| CM-002 | 92 GOMACO CURB MACHINE CC-1200 | CC-1200 |
| CM-003 | 2007 GOMACO GT-3400 | GT-3400 |
| CM-003A | 2013 HOPPER TOP ASSY [GT-3400] | P/N:906916-055 |
| CM-003B | 2014 CG12 CURB MOLD | CG12 CURB MOLD |
| CS-001 | ANDERS MELTER/APPLICATOR | CRACK SEALER |
| DT-001 | 1985 GMC KODIAK 1-AXLE DT | 85 GMC KODIAK |
| DT-004 | 1995 FORD F800 DUMP TRUCK | F800 DUMP TRUCK |
| DT-011 | 2003 MACK GRANITE | CV713 GRANITE |
| DT-014 | 2003 MACK GRANITE | CV713 GRANITE |
| DT-015 | 2003 MACK GRANITE | CV713 GRANITE |
| DT-016 | 2003 MACK GRANITE | CV713 GRANITE |
| DT-017 | 2003 MACK GRANITE | CV713 GRANITE |
| DT-018 | 2003 MACK GRANITE | CV713 GRANITE |
| DT-019 | 2003 MACK GRANITE | CV713 GRANITE |
| DT-020 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-021 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-022 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-023 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-024 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-025 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-026 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-027 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-029 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-030 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-031 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-032 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-033 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-034 | 2004 MACK GRANITE | CV713 GRANITE |
| DT-035 | 2006 MACK GRANITE | CV713 GRANITE |
| DT-036 | 2006 MACK GRANITE | CV713 GRANITE |
| DT-037 | 2007 MACK GRANITE | CV713 GRANITE |
| DT-039 | 2007 MACK GRANITE | CV713 GRANITE |
| DT-040 | 2007 MACK GRANITE | CV713 GRANITE |

| | | |
|---------|--------------------------------|-----------------|
| DT-041 | 2009 MACK GRANITE | GU713 GRANITE |
| DT-042 | 2009 MACK GRANITE | GU713 GRANITE |
| DT-043 | 2009 MACK GRANITE | GU713 GRANITE |
| DT-044 | 2009 MACK GRANITE | GU713 GRANITE |
| DT-045 | 2009 MACK GRANITE | GU713 GRANITE |
| DT-046 | 2009 MACK GRANITE | GU713 GRANITE |
| DT-047 | 2012 Caterpillar CT660 | CT660 |
| FB-006 | 2000 FLAT BED TRUCK | 00 INT'L |
| FB-007 | 2008 F350 FLAT BED TRUCK | F350 |
| FDU-001 | 12,000 GAL SMARTTANK W/TOPKAT | SMARTTANK |
| FDU-002 | 12,000 GAL SMARTTANK W/TOPKAT | SMARTTANK |
| FL-001 | 1998 GROVE MANLIFT AM250 | AM-250 |
| FL-004 | CAT LIFT TRUCK MODEL GC15LP | GC15LP |
| FL-005 | 2002 GROVE A45J MANLIFT | GROVE A45J |
| FL-006 | 2006 GENIE Z-80/60 MANLIFT | Z-80/60 |
| FL-007 | VIN PACK XL-9ACX FLOOR LIFT | |
| FL-008 | VIN PACK2VP-12 DRIVE LINE LIFT | |
| FL-009 | CAT C5000 FORKLIFT | C5000 |
| FL-010 | JLG 1932E2 SCISSOR LIFT | 1932E2 |
| FL-011 | 2005 KOMATSU FORKLIFT | FG25T-14 |
| FL-012 | 2006 JLG 2630ES SCISSOR LIFT | 2630ES |
| FO-001 | 1997 WILLIAMS MOBILE OFFICE | UNIP |
| FO-002 | 1985 UNI PORT FIELD OFFICE | |
| FO-003 | 1998 WORPLACE FIELD OFFICE | BROWN TRAILER |
| FO-004 | 1989 SHASTA 5TH WHEEL TRAILER | SHASTA |
| GA-011 | 2010 GRADALL XL3100 | XL3100 |
| GPU-001 | 2005 GROUND POWER UNIT | 13000GPU-24 |
| GPU-002 | 2011 HOBART GPU-400 | GPU-400 |
| GT-002 | 1997 KUBOTA TRACTOR | |
| GT-003 | 1994 FORD GRADER TRACTOR | 6610 |
| GT-010 | JD GRADE TRACTOR | 210-C |
| GT-011 | 2000 DEERE 210LE BOX/BLADE | 210LE |
| GT-012 | 2000 DEERE 210LE BOX/BLADE | 210LE |
| GT-013 | 2005 DEERE 210 LE | 210LE |
| GT-015 | 2007 KUBOTA TRACTOR M5040HDC | M5040HDC |
| GT-016 | 2007 CHALLENGER MT525B | MT525B |
| GT-017 | 2008 MONTANA 545 TRACTOR | 545 |
| GT-018 | 2008 MONTANA 545 TRACTOR | 545 |
| GT-019 | 2013 KUBOTA 2013 KUBOTA 2G127 | 2013 KUBOTA 2G1 |
| GT-F01 | 1999 FORKS FOR JOHN DEERE 210 | FORKS |
| HP-003 | 04 THOMPSON 6" VAC ASSTD PUMP | THOMPSON 6" |
| HP-004 | 05 THOMPSON 6" VAC ASSTD PUMP | THOMPSON 6" |
| LBH-004 | 2004 KOMATSU WB140-2 BACKHOE | KOMATSU WB140-2 |
| LBH-005 | 2006 KOMATSU WB140-2 BACKHOE | WB140-2 |
| LBH-006 | 2011 CAT 420EIT LOADER/BACKHOE | 420EIT |
| LBH-007 | 2014 CAT 420FIT LOADER/BACKHOE | 420FIT |
| LBH-008 | 2014 CAT 420FIT LOADER/BACKHOE | 420FIT |
| LP-004 | LIGHT PLANT | |
| LP-006 | LIGHT PLANT | |
| LP-007 | LIGHT PLANT | |
| LP-008 | 2005 LT12 LIGHT TOWER | LT12 |
| LP-011 | 2005 TEREX LIGHT TOWER | AL4060D1-4MH |

| | | |
|---------|------------------------------|-----------------|
| LP-012 | 2005 TEREX LIGHT TOWER | AL4060D1-4MH |
| LP-013 | 2005 TEREX LIGHT TOWER | AL4060D1-4MH |
| LP-014 | 2005 TEREX LIGHT TOWER | AL4060D1-4MH |
| LP-015 | 2005 TEREX LIGHT TOWER | AL4060D1-4MH |
| LP-016 | 2005 TEREX LIGHT TOWER | AL4060D1-4MH |
| LP-017 | TEREX/AMIDA LIGHT TOWER | AL4060D-4MH |
| LP-018 | 2010 TEREX LIGHT TOWER | TLM-4000 |
| LP-019 | 2007 TEREX LIGHT TOWER | RLM4060D1-4MH |
| LT-001 | 1985 HEIL PNEUMATIC TK TRL | PNEUMATIC TANK |
| MAP-003 | 2010 Embraer Phenom EMB-500 | Phenom EMB-500 |
| MG-017 | 2004 CAT 12H MOTOR GRADER | CAT 12H |
| MG-018 | 2005 CAT 12H MOTOR GRADER | 12H |
| MG-020 | 2005 CAT 12H MOTOR GRADER | 12H |
| MG-020A | 2013 TRANS REBUILD OF MG-020 | 12H |
| MG-021 | 2007 CAT 12H MOTOR GRADER | 12H |
| MG-022 | 2007 CAT 12H MOTOR GRADER | 12H |
| MG-023 | 2012 CAT 12M MOTOR GRADER | 12M |
| MG-024 | 2012 CAT 12M MOTOR GRADER | 12M |
| MG-025 | 2012 CAT 12M MOTOR GRADER | CAT 12M |
| MG-026 | 2012 CAT 12M MOTOR GRADER | CAT 12M |
| MG-027 | 2012 CAT 12M MOTOR GRADER | CAT 12M |
| MG-028 | 2010 CAT 12M MOTOR GRADER | CAT 12M |
| MG-029 | 2011 CAT 12M MOTOR GRADER | CAT 12M |
| MG-X01 | 1958 CAT 12G MOTOR GRADER | 12G |
| MM-001 | 2003 CAT SKID LOADER/MILLER | CATERPILLAR |
| MM-003 | ROADTEC RX-500-4 COLD PLANER | RX-500-4 |
| MM-004 | ROADTEC RX-500-4 COLD PLANER | RX-500-4 |
| MM-005 | ROADTEC RX-500-4 COLD PLANER | RX-500-4 |
| MM-007 | 2011 CAT SKID LOADER/MILLER | 246C |
| MM-008 | WIRTGEN W200 Milling machine | W200 |
| MM-009 | ROADTEC RX-600e4 COLD PLANER | RX-600e4 |
| RE-004 | 2009 MOTOROLA RADIO SYSTEM | XTL5000 |
| RTL-022 | 2004 KOMATSU WA250-5W LOADER | KOMATSU WA250-5 |
| RTL-023 | 2004 KOMATSU WA250-5W LOADER | KOMATSU WA250-5 |
| RTL-024 | 2004 KOMATSU WA250-5W LOADER | KOMATSU WA250-5 |
| RTL-026 | 2004 KOMATSU WA250-5W LOADER | KOMATSU WA250-5 |
| RTL-027 | 2004 KOMATSU WA250-5W LOADER | KOMATSU WA250-5 |
| RTL-029 | 2005 KOMATSU WA250-5 LOADER | WA250-5 |
| RTL-030 | 2005 KOMATSU WA250-5 LOADER | WA250-5 |
| RTL-031 | 2005 KOMATSU WA250-5L LOADER | WA250-5L |
| RTL-032 | 2005 KOMATSU WA250-5L LOADER | WA250-5L |
| RTL-035 | 2010 KOMATSU WA250-6 LOADER | WA250-6 |
| RTL-036 | 2010 KOMATSU WA320-6 LOADER | WA320-6 |
| RTL-037 | 2010 KOMATSU WA250-6 LOADER | WA250-6 |
| RTL-038 | 2011 KOMATSU WA380-6 LOADER | WA380-6 |
| RTL-039 | 2011 KOMATSU WA250-6 LOADER | WA250-6 |
| RTL-040 | 2011 KOMATSU WA250-6 LOADER | WA250-6 |
| RTL-041 | 2012 KOMATSU WA470-6 LOADER | WA470-6 |
| RTL-042 | 2012 KOMATSU WA320-6 LOADER | WA320-6 |
| RTL-043 | 2012 KOMATSU WA250-6 LOADER | WA250-6 |
| RTL-044 | 2012 KOMATSU WA250-6 LOADER | WA250-6 |
| RTL-045 | 2013 KOMATSU WA270-7 LOADER | WA270-7 |

| | | |
|---------|--------------------------------|-----------------|
| RTL-046 | 2014 KOMATSU WA270-7 LOADER | WA270-7 |
| RTL-X01 | 1999 KOMATSU RAKE FOR WA320 | |
| RTL-X02 | 1996 ADAMS ROOT RAKE | |
| RTL-X03 | 2012 KOMATSU RAKE FOR WA250 | RAKE |
| RTS-004 | 1999 CAT 613C SCRAPER | CAT-613C |
| RTS-005 | 1999 CAT 613C SCRAPER | CAT-613C |
| RTS-006 | 1999 CAT 613C SCRAPER | CAT-613C |
| RTS-008 | 1998 CAT 613C SCRAPER | CAT-613C |
| RTS-009 | 2006 CAT 613CII SCRAPER | 613CII |
| RW-003 | 2002 MIDLAND ROAD WIDENER SP10 | MIDLAND SP-10 |
| RW-004 | 2004 BLAW KNOX ROAD WIDENER | BLAW KNOX RW195 |
| SB-001 | 1992 TRENCH BOX 12" | |
| SB-002 | 1993 TRENCH BOX 4" | |
| SB-003 | 04 TRENCH BOX 8' X 24' X 6" | 824HT6 |
| SB-004 | 2012 TRENCH BOX 10' X 24' X 6" | TS- 10 24 DW 6K |
| SR-001 | 1996 INGERSOL ST60 ROLLER | ST-60 |
| SR-003 | 1995 INGERSOL ST80 ROLLER | ST-80 |
| SR-005 | 1992 INGERSOL RAND ST60 ROLLER | ST-60 |
| SR-006 | 2002 HYPAC C340C | HYPAC C340C |
| SR-007 | 2005 HYPAC 340C ROLLER | HYPAC 340C |
| SR-008 | 2005 HYPAC 340C ROLLER | HYPACK 340C |
| SR-009 | 1995 INGERSOLL-RAND ST80 | ST80 |
| SR-010 | FERGUSON 5-8B STATIC COMPACTOR | 5-8B |
| SS-002 | 1999 CAT SS250 SOIL STABILIZER | CAT-SS250 |
| SS-004 | 2009 CAT RM-300 RECLAIMER | RM-300 |
| ST-001 | 1995 FORD F800 FLATBED TRUCK | 95 FORD F800 |
| SV-001 | 1996 FREIGHTLINER F70 | FREIGHT F70 |
| SV-002 | 1999 FREIGHTLINER FL70W W/TKS | FREIGHT FL70W |
| SV-003 | 1999 FORD F800 | 99 FORD F800 |
| SV-004 | 2001 FREIGHTLINER FL170 | FREIGHT FL70 |
| SV-005 | 2003 FREIGHTLINER M2 | FREIGHTLINER M2 |
| SV-006 | 2005 FREIGHTLINER M2-106 | FREIGHT M2-106 |
| TA-002 | 2006 WARREN DUMP TRAILER | WRDT2228 |
| TA-003 | 2005 WARREN DUMP TRAILER | WRDT2228 |
| TA-004 | 2005 WARREN DUMP TRAILER | WRDT2228 |
| TA-006 | 2000 DORSEY DUMP TRAILER | ADT2-22/28-D |
| TB-015 | 2005 KOMATSU PC300-LC7L | PC300-LC7L |
| TB-016 | 2006 PC300LC-7EO | PC300LC-7EO |
| TB-018 | 2006 KOMATSU PC138USLC-2 | PC138USLC-2 |
| TB-019 | 2010 KOMATSU PC220LC-8 | PC220LC-8 |
| TB-020 | 2012 KOMATSU PC360LC-10 | PC360LC-10 |
| TB-021 | 2012 KOMATSU PC360LC-10 | PC360LC-10 |
| TB-022 | 2012 KOMATSU PC240LC-10 | PC240LC-10 |
| TB-023 | 2012 KOMATSU PC240LC-10 | PC240LC-10 |
| TB-024 | 2012 KOMATSU PC240LC-10 | PC240LC-10 |
| TB-025 | 2014 KOMATSU PC228USLC-8 | PC228USLC-8 |
| TB-026 | 2014 KOMATSU PC360LC-10 | PC360LC-10 |
| TD-002 | 2005 MACK DUMP TRACTOR CX612 | CX612 |
| TD-003 | 2005 MACK DUMP TRACTOR CX612 | CX612 |
| TD-004 | 2005 MACK DUMP TRACTOR CX612 | CX612 |
| TF-001 | 91 VULCAN REDUCT'N INGENERATOR | |
| TP-026 | 2004 PETERBILT TRACTOR | 2004 PETERBILT |

| | | |
|---------|--------------------------------|-----------------|
| TP-027 | 2012 MACK CHU613 TRACTOR | CHU613 |
| TP-028 | 2012 MACK CHU613 TRACTOR | CHU613 |
| TR-001 | 95 INGERSOL 125R TRAFFIC ROLL | PT-125R |
| TR-002 | 1996 INGERSOL PT125 TRAFFIC | PT-125 |
| TR-003 | 1995 INGERSOL PT125R TRAFFIC | PT-125R |
| TR-004 | 1988 BOMAG BW12R VIBTRAFFIC | BW-12R |
| TR-005 | 2000 CAT PS3600 ROLLER | CAT PS3600 |
| TR-006 | 2000 CAT PS3600 ROLLER | CAT PS3600 |
| TR-007 | 2001 INGERSOL PT 125R ROLLER | PT 125R |
| TR-008 | INGERSOLL PT-125R ROLLER[used] | PT-125R |
| TT-002 | 2003 ETNYRE PAVER TRAILER | PRTN55TD3-PS-T1 |
| TT-003 | 1996 FONTAINE 35TON LOWBOY | FONTAINE |
| TT-004 | 1979 MONO SPARE TAG CARGO | MONO UNK |
| TT-005 | 2001 ETNYRE PAVER TRAILER | PRTN55ETD3-PST1 |
| TT-006 | 1998 DORSEY FLATBED | FLATBED |
| TT-007 | 1999 T/M FLATBED | FLATBED |
| TT-008 | 2012 ETNYRE LOW BOY TRAILER | PRTN55ETD3-PS |
| TUG-001 | 2005 MGTUG 15500LBS | TUG |
| TUG-002 | 2011 PRICELESS 747FBO TUG | 747FBO |
| UC-001 | 2004 TREKER 4200ST UTILITY CAR | 4200ST |
| UC-002 | KAWASAKI MULE 4x4 | MULE |
| UC-003 | 2006 KAWASAKI MULE 3000 | MULE |
| UC-004 | 2010 KUBOTA UTILITY VEHICLE | RTV500 |
| UC-005 | 2012 WESTERN GOLF CART | GOLF CART |
| UC-006 | 2010 KUBOTA UTILITY VEHICLE | RTV500 |
| UC-007 | 2013 KAWASAKI TERYX | KRT750BDF |
| UT-001 | UTILITY | P87 PENN |
| UT-004 | UTILITY | 97 STR EDGE |
| UT-005 | UTILITY 7 x 12 | 99 BIG TEX |
| UT-006 | TAR KEETLE | TAR KETTLE |
| UT-011 | UTILITY | WELLS |
| UT-012 | UTILITY | HMMD |
| UT-014 | UTILITY | CARGO |
| UT-016 | UTILITY | STRAIGHT EDGE |
| UT-018 | HERBICIDE | LJSV |
| UT-019 | 1985 MILW DENSITY CORE | MILLWAUK |
| UT-020 | 1998 UTILITY TRAILER | BIG TEX |
| UT-021 | UTILITY - FLAT BED | HMMD |
| UT-022 | 2003 UTIL TRL S.EAST | SOUTH EASTERN |
| UT-024 | 01 - UTILITY TRAILER - TW | TW |
| UT-027 | 04 - UTILITY TRAILER - ASPT | CORE TRAILER |
| UT-028 | 2000 UTILITY TRAILER - ASPT | ASPT |
| UT-031 | 2006 STRAIGHT EDGE & TRAILER | [PENDING] |
| UT-032 | 2005 CTRA UTILITY TRAILER | |
| UT-033 | 2006 EZ-PULL CONE TRAILER | CONE TRAILER |
| UT-034 | 2006 FRUEHAUF CARGO 42' | VE-9-S1 |
| UT-036 | 2006 CARRY-ON (CARGO) | CARGO TRAILER |
| UT-037 | 2006 EX PULL UTILITY (RED) | EZ PULL |
| UT-038P | 10FT CARGO BOX | 10ZI 140631 |
| UT-040 | 2007 TANK/SPRAYER TRAILER | TRAILER |
| UT-041 | RECLAMATION [TANK] TRAILER | HOMEMADE |
| UT-042 | 2007 EZ PULL 5X10 UTIL TRAILER | |

| | | |
|--------|--------------------------------|-----------------|
| UT-043 | 2007 EZ PULL 6.4X16 UTIL TRAIL | |
| UT-044 | 2007 TRIPLE CROWN-CONE TRAILER | TRAILER |
| UT-045 | 2009 CARGO TRAILER [ASPLT] | WS58HD |
| UT-046 | 2010 EZ-PULL CONE TRAILER | TRAILER |
| UT-047 | 2010 ARISING CARGO/BOX TRAILER | TRAILER |
| UT-048 | 2009 TRIPLE CROWN [CONE] | CONE TRAILER |
| UT-049 | 2010 EZPULL 7x14 [CONE TRL] | UTILITY |
| UT-050 | 2010 15' ROLLING STRAIGHT EDGE | STRAIGHT EDGE |
| UT-051 | 2011 EZ PULL CONE TRAILER | CONE TRAILER |
| UT-052 | ROLLING STRAIGHT EDGE | STRAIGHT EDGE |
| UT-053 | IMPERIAL UT618TA TANDEM 18' | UT618TA |
| UT-054 | 2013 FREEDOM UTILITY | FREEDOM |
| UT-055 | 2013 TRIPLE CROWN 6x16 UTILITY | 6x16 UTILITY/TA |
| UT-056 | 2013 AMP UTILITY TRAILER[CONE] | 82" X 12' UTILI |
| UT-057 | 2013 AMP UTILITY TRAILER[CONE] | 76" X 14' UTILI |
| VR-001 | 1989 INGERSOL SD-40 ROLLER | SD-40 |
| VR-002 | 1996 INGERSOL SD-70D ROLLER | SD-70D |
| VR-009 | 1997 CAT CB214C TANDEM ROLLER | CAT CB214C |
| VR-012 | 1999 INGERSOL RAND SD100DB | SD-100DB |
| VR-014 | 2000 INGERSOL SD100DB | SD-100DB |
| VR-015 | 2001 IR FX130 TRENCH ROLLER | FX-130 |
| VR-016 | 2003 INGERSOL SD100D COMPACT | SD-100DB |
| VR-017 | 2003 ING-RAND SD100DTF ROLLER | |
| VR-018 | 2005 I-R SD100DTF COMPACTOR | SD-100DTF |
| VR-019 | 2005 I-R SD100DTF COMPACTOR | SD-100DTF |
| VR-020 | 2005 I-R SD100DTF COMPACTOR | SD-100DTF |
| VR-021 | 2005 I-R SD100DTF COMPACTOR | SD-100DTF |
| VR-022 | 2006 I-R SD100DTF COMPACTOR | SD-100DTF |
| VR-023 | 2006 I-R SD100DTF COMPACTOR | SD-100DTF |
| WT-007 | 2003 STERLING WATER TRUCK | WATER TRUCK |
| WT-008 | 2003 STERLING WATER TRUCK | ACTERA |
| WT-009 | 2006 STERLING WATER TRUCK | ACTERA |
| WT-010 | 2005 PETERBUILT WT4500 | WT4500 |
| WT-011 | 2007 KENNWORTH WATER TRUCK | WATER TRUCK |
| WT-012 | 2009 GMC / CAT WATER TRUCK | GMC |
| WT-013 | 2007 INTERNATIONAL WATER TRUCK | WT2400 |
| WW-001 | 2000 CAT 613C WATER WAGON | CAT-613C |
| XM-001 | 36" COOLSPACE VARIABLE DRIVE | COOLSPACE |
| XM-002 | 36" COOLSPACE VARIABLE DRIVE | COOLSPACE |
| XM-003 | 36" COOLSPACE VARIABLE DRIVE | COOLSPACE |
| XM-004 | 36" COOLSPACE VARIABLE DRIVE | COOLSPACE |
| XM-005 | 99 THEODELITE ELTA TOT STATION | |
| XM-006 | 97 IMPACT ATTENUATORS | |
| XM-007 | TP-L4B PIPE LASER | TP-L4B |
| XM-008 | 98 AGL GRADELIGHT LASER | |
| XM-009 | 98 MUTIQUIP/WHITEMAN | |
| XM-010 | CARGO CONTAINER | |
| XM-011 | CARGO CONTAINER | |
| XM-012 | CARGO CONTAINER | |
| XM-013 | CARGO CONTAINER | |
| XM-014 | CARGO CONTAINER / TRAILER | |
| XM-015 | 1998 MORTAR MIXER 755PM-8H | 755PM-8H |

| | | |
|----------|--------------------------------|------------|
| XM-016 | 1998 LINCOLN K1419 WELDER | K1419 |
| XM-017 | 1997 SELF PROPELLED TRENCHER | |
| XM-018 | 1991 MALETT ROTOVATOR | |
| XM-019 | CARGO BOX MODEL 20ZS | 20ZS |
| XM-020 | OTC 30-TON HOLLOW PISTON RAM | 30-TON |
| XM-021 | OTC 50-TON PUSH-PULL | |
| XM-022 | 2013 PRESSURE WASHER/STEAM | 2750PSI |
| XM-023 | TP-L4B PIPE LASER [2014] | TP-L4B |
| XM-024 | TP-L4B PIPE LASER [2014] | TP-L4B |
| XM-025 | 2013 HOTSY PRESSURE WASHER | 4000PSI |
| XP1-001 | Plant1 - GUI & PROG. UPDATE | |
| XP1-LAB | PLANT 1 - LAB EQUIPMENT | VARIOUS |
| XP2-001 | PLANT2 - MILLER WELDER | BOBCAT 250 |
| XP2-LAB | PLANT 2 - LAB EQUIPMENT | VARIOUS |
| XP-GC-01 | Plant 1 GYRATORY COMPACTOR | |
| XP-GC-02 | Plant 2 GYRATORY COMPACTOR | |
| XP-GC-03 | 2011 AFG2A GYRATORY COMPACTOR | AFG2A |
| XS-J09 | WACKER JUMPING JACK RAMMER | BS-52Y |
| XS-J15 | WACKER JUMPING JACK RAMMER | BS-52Y |
| XS-J20 | I-R RX264H JUMPING JACK TAMP | RX264H |
| XS-J21 | I-R RX264H JUMPING JACK TAMP | RX264H |
| XS-J22 | I-R RX264H JUMPING JACK TAMP | RX264H |
| XS-J23 | BOMAG BT65 JUMPING JACK TAMPER | BT65-4AZZ0 |
| XS-J24 | BOMAG BT65 JUMPING JACK TAMPER | BT65-4AZZ0 |
| XS-J25 | BOMAG BT65 JUMPING JACK TAMPER | BT65/4 |
| XS-J26 | BOMAG BT65 JUMPING JACK TAMPER | BT65/4 |
| XS-J27 | BOMAG BT65 JUMPING JACK TAMPER | BT65 |
| XS-J28 | BOMAG BT65 JUMPING JACK TAMPER | |
| XS-J29 | BOMAG BT65 JUMPING JACK TAMPER | |
| XS-M00 | 2002 XF 2500-60H DIXIE CHOPPER | XF 2500 |
| XS-M01 | 2012 HUSQVARNA 46" MOWER | YTH21K46 |
| XS-M02 | 2013 JOHN DEERE 42" MOWER | D105 |
| XS-S27 | 07 PARTNER 14"CUT OFF SAW 95CC | 14"SAW |
| XS-S28 | 07 PARTNER 14"CUT OFF SAW 95CC | 14"SAW |
| XS-T22 | 07 WACKER PLATE COMPACTOR 2540 | BPU2540A |
| XS-T23 | 05 WACKER PLATE COMPACTOR 6055 | DPU6055 |
| XS-T24 | 05 WACKER PLATE COMPACTOR 6055 | DPU6055 |
| XS-T27 | 2007 I-R BX-80WH VIB. PLATE | BX-80WH |
| XS-T28 | 2007 I-R BX-80WH VIB. PLATE | BX-80WH |
| XS-T29 | 2007 I-R BX-80WH VIB. PLATE | BX-80WH |
| XS-T30 | 2008 I-R DX-700H WALK BEHIND | DX-700H |
| XS-T31 | 2008 I-R BXR-200H WALK BEHIND | BXR-200H |
| XS-T32 | MQ MRH-800GSC WALK BEHIND | MRH-800GSC |
| XS-T33 | 2008 I-R BXR-200H WALK BEHIND | BXR-200H |
| XS-T34 | 2008 I-R BXR-300E VIB. PLATE | BXR-300E |
| XT-9-001 | 30" - 60" BLOW UP TEST PLUG | TOOL |

D.A.B. CONSTRUCTORS, INC.

MANAGEMENT STAFF

SUPERVISOR, FOREMAN AND GRADER

| Name | CLASSIFICATION |
|---------------------|---------------------------------|
| William Bachschmidt | Vice President |
| Gary D'Amico | General Manager |
| Boone Herberman | Senior Project Manager |
| Foster Bachschmidt | Co-Owner/Project Manager |
| Kathryn Barnes | Project Manager |
| Mike Landry, PE | Project Manager |
| Will Gelner | Project Manager |
| Joseph Lott | Corporate Counsel |
| Ryan Murray | Safety Director |
| Kevin Price | Asphalt Director and QC Manager |
| | |
| | |

D.A.B. CONSTRUCTORS, INC.**FIELD MANAGEMENT STAFF****SUPERVISOR, FOREMAN AND GRADER**

| Name | CLASSIFICATION |
|---------------------|----------------------------------|
| STEVEN C TAPLEY | PAVING SUPERVISOR |
| ALBERT J ALIBERTI | SUPERVISOR |
| BRUCE E ALLEN | SUPERVISOR |
| CURTIS HITCHCOCK | SUPERVISOR |
| DENNIS RAULERSON | SUPERVISOR |
| LARRY S IRELAND | SUPERVISOR |
| MICHAEL TRIANO JR | PAVING SUPERVISOR |
| STEPHEN N DUTTON | ASPHALT PLANT MANAGER/SUPERVISOR |
| STEVEN S STRICKLAND | SUPERVISOR |
| THOMAS EVERETT | PAVING SUPERVISOR |
| THOMAS W JONKER | SUPERVISOR |
| WAYNE J PETERSON | SUPERVISOR |
| GARRY L FITZGERALD | SUPERVISOR |
| RYAN W CORMAN | PAVING SUPERVISOR |
| ANDY K ORESCHNICK | FOREMAN PIPE |
| CARL E SHANNON JR | FOREMAN GRADER |
| DAVID S NELLES | FOREMAN GRADER |
| DAVE H SAFE | FOREMAN |
| FRANKLIN D NEWBORN | FOREMAN |
| HAROLD K BEARDEN | FOREMAN PIPE |
| JAMES A BOLIVER | FOREMAN GRADER |
| JOSEPH D SARKA | FOREMAN GRADER |
| LOWELL D HUNT | FOREMAN GRADER |
| ODIS L GINYARD | FOREMAN GRADER |
| STEVEN W OHRT | FOREMAN CEMENT |
| STEVEN H PARKER | FOREMAN GRADER |
| TERELL L LEWIS | FOREMAN GRADER |
| VAN C HOLDEN | FOREMAN PIPE |
| JUSTINA D SMILING | FOREMAN GRADER |
| MICHAEL R THOMAS | FOREMAN GRADER |
| ROBERT H CATES | FOREMAN |
| STEVEN W RIDER | FOREMAN MILL |
| JAMES D KAZMIER JR | GRADER |
| JAROD LAWSON | GRADER |
| TIMOTHY MILLWATER | GRADER |
| TERRY A MILLWATER | GRADALL |



PROPOSED SOLUTION DESCRIPTIONS

D.A.B. Constructors, Inc. proposes to coordinate with Lake County staff to review, measure and discuss each and every location outlined on any given work release order.

This coordination will be conducted by way of on site in the field reviews of each specific location and is to include a complete understanding of the work proposed at each location, discussion regarding contractor or Lake County concerns specific to each location, measurement of proposed work area.

This approach has been utilized by D.A.B. Constructors, Inc. and Lake County staff on the previous Road Resurfacing contracts with Lake County and proven to be a successful approach.

ALTERNATE APPROACH

As an alternate approach to the time involved with the pre-work measuring, Lake County could adopt the approach to measure, along with D.A.B. personnel, the projects as the work is being performed. The pay quantity will be as measured and as performed.

WORK REFERENCES

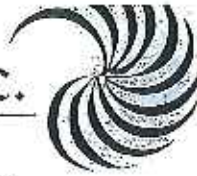
| | |
|--------------------|---|
| Agency | Florida Department of Transportation-District 5-Leesburg Operations |
| Address | 1405 Thomas Avenue |
| City, State, ZIP | Leesburg, FL 34748 |
| Contact Person | Eric Jagers |
| Telephone | 352-315-310 |
| Date(s) of Service | 1990 through present |
| Type of Service | Roadway Construction-New, Reconstruct, Resurface-Complete |
| Comments: | |

| | |
|--------------------|--|
| Agency | Florida Department of Transportation-District 7 |
| Address | |
| City, State, ZIP | Tampa-Oak Park |
| Contact Person | Mike Kopotic |
| Telephone | 813-295-1167 |
| Date(s) of Service | 2000 through present |
| Type of Service | Roadway Construction-New, Reconstruct, Resurface |
| Comments: | |

| | |
|--------------------|--------------------------------------|
| Agency | PASCO County |
| Address | 4454 Grand Blvd |
| City, State, ZIP | New Port Richey, FL 34652 |
| Contact Person | David Brown |
| Telephone | 727-834-3601 |
| Date(s) of Service | 2000 through present |
| Type of Service | Asphalt Paving, Roadway Improvements |
| Comments: | |

D.A.B. Constructors, Inc.

Heavy Civil Construction Solutions



LITIGATION

- No Litigation directly related to Projects between D.A.B. Constructors, Inc. & Client
- No Failure to Complete Any Contract
- No claims against bonding company
- General Liability Claims are applicable to the previous 3 years- Specific Details available upon contract execution, if necessary.

D.A.B. Constructors, Inc.

Heavy Civil Construction Solutions



SUBCONTRACTORS/ JOINT VENTURES

D.A.B. Constructors, Inc. proposes to utilize subcontractors for the following work:

Pavement Markings Paint and Thermoplastic- Subcontractor not chosen.

Testing- Contract Required Cores- DAB proposes to utilize Central Testing Laboratory of Leesburg for the testing requirements on this contract.

D.A.B. Constructors, Inc.

Heavy Civil Construction Solutions

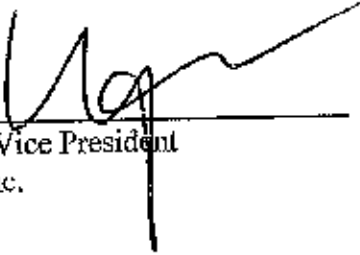


FINANCIAL STABILITY

D.A.B. Constructors, Inc. certifies that it has the financial stability and necessary resources to provide the services required by this proposal.

D.A.B. Constructors, Inc. is prequalified with the Florida Department of Transportation at a level in excess of three hundred million dollars.

Certified By:

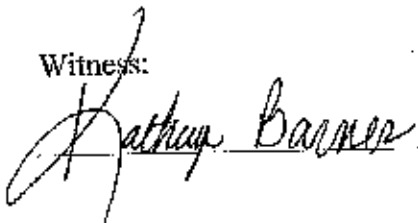


William Bachschmidt, Vice President
D.A.B. Constructors, Inc.

SEAL



Witness:



Matthew Barnes

Letting Date:

December 2014

D.A.B. CONSTRUCTORS INC.

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracted, whether in progress or awarded but not yet begun, and regardless of its location and with whom contracted.

| 1 | 2 | 3 | 4 | 5 | 6 |
|--|----------------------------------|-------------------------|----------------------------|--|---|
| DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING | CONTRACT (OR SUBCONTRACT) AMOUNT | AMOUNT SUBLET TO OTHERS | BALANCE OF CONTRACT AMOUNT | UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS PRIME CONTRACTOR | UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS SUBCONTRACTOR |
| 572 HERNANDO CO. # 407981-35201 | \$ 39,534,200.00 | \$ 12,178,600.00 | \$ 27,355,600.00 | \$ 9,681,500.00 | |
| 573 PASCO CO. # 41850-85201 | \$ 27,994,400.00 | \$ 8,984,700.00 | \$ 19,009,700.00 | \$ 2,998,400.00 | |
| 576 HERNANDO CO. # 427152-15201 | \$ 14,844,400.00 | \$ 2,321,500.00 | \$ 12,522,900.00 | \$ 1,556,100.00 | |
| 581 HERNANDO CO. # 427344-5201 | \$ 11,260,200.00 | \$ 2,277,600.00 | \$ 8,982,600.00 | \$ 987,100.00 | |
| 582 PASCO CO. # 418900-75201 | \$ 26,470,400.00 | \$ 5,381,000.00 | \$ 20,089,400.00 | \$ 10,059,800.00 | |
| 587 MARION CO. # 238719-15201 | \$ 12,351,000.00 | \$ 1,818,500.00 | \$ 10,532,500.00 | \$ 8,827,900.00 | |
| 592 PASCO CO. # 431243-15201 | \$ 12,544,500.00 | \$ 2,380,900.00 | \$ 10,163,600.00 | \$ 9,762,300.00 | |
| 593 ORANGE LAKE CO. # 430665-25201 | \$ 1,031,000.00 | \$ 243,700.00 | \$ 787,300.00 | | \$ 313,100.00 |
| 595 PASCO CO. # 430898-15201 | \$ 6,794,400.00 | \$ 566,300.00 | \$ 6,228,100.00 | \$ 6,228,100.00 | |

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|----------------------------------|-------------------------|----------------------------|--|---|
| OTHER (MISC. DOT), PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING | CONTRACT (OR SUBCONTRACT) AMOUNT | AMOUNT SUBLET TO OTHERS | BALANCE OF CONTRACT AMOUNT | UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS PRIME CONTRACTOR | UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS SUBCONTRACTOR |
| 574 PASCO CO. # 15B DL 12-141 | \$ 11,020,800.00 | \$ 554,300.00 | \$ 10,466,500.00 | \$ 3,628,000.00 | |
| 576 LAKE CO #1TB 12-0422 | \$ 4,074,800.00 | \$ 79,500.00 | \$ 3,995,300.00 | \$ 665,600.00 | |
| 584 SUMTER CO. # 1TB-016-0-2013 | \$ 4,300,700.00 | \$ 697,200.00 | \$ 3,603,500.00 | \$ 1,806,600.00 | |
| 586 PASCO CO. # JF3 DL 13-282 | \$ 2,404,200.00 | \$ 304,600.00 | \$ 2,099,600.00 | \$ 1,471,300.00 | |
| 588 LAKE CO #1TB 14-0012 | \$ 562,600.00 | \$ 96,300.00 | \$ 466,300.00 | \$ 20,600.00 | |
| 590 MARION CO. # 1TB-143061 | \$ 980,000.00 | \$ 86,800.00 | \$ 893,200.00 | \$ 4,800.00 | |
| 591 MARION CO. # 14B-071 | \$ 450,000.00 | \$ 18,800.00 | \$ 431,200.00 | \$ 57,200.00 | |
| 594 LEVY CO. # 431243-15201 | \$ 1,232,200.00 | \$ 211,700.00 | \$ 1,020,500.00 | \$ 1,020,500.00 | |

PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE

TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU

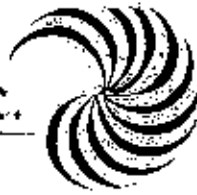
GRAND TOTAL

| | |
|---|--------------|
| \$58,785,800.00 | \$313,100.00 |
| \$52,088,900.00 | |
| Total of Columns 6 and 7 Must Be Filled in and Must Agree with Related Attachment(s), if furnished. | |

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

D.A.B. Constructors, Inc.

Heavy Civil Construction Solutions



OTHER INFORMATION

F.D.O.T. Prequalified Contractor-Capacity exceeds Three hundred million Dollars

D.A.B. Constructor's, Inc. has never failed to complete a project.

Member of Asphalt Contractors Association of Florida

Member of Florida Transportation Builders Association

2014 A.C.A.F. Pavement Award Winner- Resurfacing Rural Category

District 7 -2 Awards SR 44 in Citrus County and Florida Turnpike Lake County
2014 A.C.A.F. -A.P. Bolton Award Winner-District Winner
District 7-Suncoast Parkway-Pasco County



STATEWIDE & District 4: Ranger Construction Industries for their project on State Road 1A1A, North Hutchinson Island from Shorewinds to Indian River County Line in St. Lucie County.

RESURFACING – RURAL CATEGORY

District Winners:



District 2: Anderson Columbia Company for their project on State Road 10 (US 90) from Suwannee County line.



District 7: D.A.B. Constructors, Inc. for their project on SR 44 from North Lopp PT to Forest Drive in Citrus County.



District 8: D.A.B. Constructors, Inc. for their project on FL Turnpike MP 281.8 to 297.8 Southbound only in Lake County.

A.P. BOLTON CATEGORY

District Winners:



STATEWIDE & District 3: Anderson Columbia Company for their project on State Road 69 from North of State Road 10 (US 90) to State Road 71 (Bryan Street) in Jackson County.



District 8: D.A.B. Constructors, Inc. for their project on Suncoast Parkway from M.P. 28.678 to 37.415 in Pasco County.



District 2: Preferred Materials, Inc. for their project on State Road 93/I-75: From SR 6 North to Florida/Georgia Line and County Road 143 Interchange in Hamilton County.



District 7: Ajax Paving Industries of Florida, J.L.C. for their project on State Road 60 from East of Rocky Point Drive to the Hillsborough/Pinellas County Line in Hillsborough County.



District 6: Community Asphalt Corp for their project on State Road-25 (Okcechobee Road); From a point west of Northwest 118th Avenue to the Miami-Dade County Line in Miami-Dade County.



District 5: The Middlesex Corporation for their project on State Road 429/ State Road 414 Maitland extension from County Road 437 to State Road 500 (US 441) in Plymouth in Orange County.

SPECIAL PROJECTS



Special Projects Award goes to Community Asphalt for their Palm Beach International Airport Runway 10L-28R in Palm Beach County.



Asphalt Producers with Accepted Quality Control Programs

Last Updated: 11/17/2014
4:00:27AM

FDOT State Materials Office, 5007 N.E. 39th Avenue, Gainesville, FL 32605 (352) 355-6800

The materials/producer listings are updated once every 24 hours, therefore changes to a producer's status may not appear until the next business day.

| Source Number and Source Name | Contact Information | Physical Address | Mailing Address | Status Date of Action |
|--|---|---|---|---|
| DISTRICT: 05 | | | | |
| A0507 STEVEN COUNTY, INC. | BERT YANCEY byancey@scipavest.com 352-572-8850 | 8765 SW STATE ROAD 200 OCALA, FL 34181 USA <u>Map: (28.066475, -82.283486)</u> | | Quality Control Plan ACCEPTED 12/12/2007 |
| A0525 ORLANDO PAVING COMPANY | CARL MOOREFIELD cmorefield@hubbard.com 407-355-6472 | 1854 W BROADWAY ST OWEEO, FL 32765 USA <u>Map: (28.660752, -81.223042)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |
| A0531 ORLANDO PAVING COMPANY | CARL MOOREFIELD cmorefield@hubbard.com 407-355-7154 | 6301 FLORIDA ROCK ROAD TAFT, FL 32824 USA <u>Map: (28.440789, -81.375186)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |
| A0623 ORLANDO PAVING COMPANY | CARL MOOREFIELD cmorefield@hubbard.com 407-290-9327 | 8150 APOPKA BLVD. APOPKA, FL 32703 USA <u>Map: (28.638732, -81.452057)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |
| A0644 MAGNUM MATERIALS, LLC | LARRY MANNING lmanning@magnummaterials.net 352-369-0490 | 7418 NW GAINESVILLE ROAD OCALA, FL 32670 USA <u>Map: (28.263824, -82.181554)</u> | 8546 EAST HIGHWAY 25 BELLEVUE, FL 34420 USA | Quality Control Plan ACCEPTED 02/16/2012 |
| A0654 WWG ASPHALT | RAYMOND HAMMONDS wwgaspht@bellsouth.net 321-832-4348 | 6820 NOVA AVENUE ROCKLEDGE, FL 32955 USA <u>Map: (28.272347, -80.696604)</u> | | Quality Control Plan ACCEPTED 08/28/2010 |
| A0661 RANGER CONSTRUCTION INDUSTRIES, INC. | TRENT DION tdion@rangerconstruction.com 386-527-3438 | 4210 OLD DIXIE HWY GRANT, FL 32848 USA <u>Map: (27.850481, -81.538502)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |
| A0674 D.A.B. CONSTRUCTORS, INC. | STEVE DUTTON stedev@dabcoo.com 352-278-7570 | 1223 COMMERCE STREET LEESBURG, FL 34748 USA <u>Map: (28.828271, -81.907652)</u> | P. O. BOX 1580 INGLIS, FL 34449-1589 | Quality Control Plan ACCEPTED 12/12/2001 |
| A0682 RANGER CONSTRUCTION INDUSTRIES, INC. | TRENT DION tdion@rangerconstruction.com 386-563-5395 | 320 BENSON JUNCTION ROAD DEBARY, FL 32713 USA <u>Map: (28.864035, -81.324688)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |
| A0684 PREFERRED MATERIALS, INC. | JOSEPHY TURNER john.turner@apac.com 321-275-0885 | 8210 NORTH US 1 MELBOURNE, FL 32940 USA <u>Map: (28.211180, -80.608836)</u> | 1445 42ND ST. NW WINTER HAVEN, FL 33821 | Quality Control Plan SUSPENDED 12/12/2001 |
| A0690 MIDDLESEX CORPORATION | TIM CARTER tcarter@middlesexco.com 407-206-0076 | 1395 THOMAS AVENUE LEESBURG, FL 34746 USA <u>Map: (28.832578, -81.802658)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |
| A0698 PREFERRED MATERIALS, INC. | ERIC DICKSON edickson@apac.com 407-848-2443 | 733 E. DUNCAN AVENUE KIRKSHAMMEE, FL 34741 USA <u>Map: (28.521807, -81.355814)</u> | 1445 42ND ST. NW WINTER HAVEN, FL | Quality Control Plan ACCEPTED 12/12/2001 |
| A0706 ANDERSON COLUMBIA COMPANY, INC. | KEVIN REED krein@andersoncolumbla.com 352-851-3334 | 800 NW 22ND STREET OCALA, FL 34470 USA <u>Map: (28.208442, -82.548728)</u> | P.O. BOX 4182 OCALA, FL 34478 | Quality Control Plan ACCEPTED 12/12/2001 |
| A0715 RANGER CONSTRUCTION INDUSTRIES, INC. | TRENT DION tdion@rangerconstruction.com 407-659-3005 | 1210 ELBOD WAY WINTER GARDEN, FL 34757 USA <u>Map: (28.548268, -81.561807)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |



Asphalt Producers with Accepted Quality Control Programs

Last Updated: 11/17/2014
4:00:27/AM

FDOT State Materials Office, 5007 N.E. 39th Avenue, Gainesville, FL 32609 (352) 555-6600

The materials/producer listings are updated once every 24 hours, therefore changes to a producer's status may not appear until the next business day.

| Source Number and Source Name | Contact Information | Physical Address | Mailing Address | Status Date of Action |
|-------------------------------|---------------------|------------------|-----------------|-----------------------|
|-------------------------------|---------------------|------------------|-----------------|-----------------------|

DISTRICT: 07

| | | | | |
|---|---|---|---|---|
| A0130 OVERSTREET PAVING COMPANY | FRANK FELTS oprfelts@aol.com 352 758-1631 | 17726 US HWY 41 SPRING HILL, FL 34810 USA <u>Map: (29.413855, -82.47670)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |
| A0139 BETTER ROADS, INC. | DAVE BARRIE daveb@betterroads.net 404-472-6108 | 8225 POWELL ROAD GIBSONTON, FL 33534 USA <u>Map: (27.603848, -82.378031)</u> | 8225 POWELL ROAD GIBSONTON, FL 33534 USA | Quality Control Plan ACCEPTED 01/12/2012 |
| A0635 AJAX PAVING INDUSTRIES, INC. | MIKE GURLE mgurle@ajaspaving.com 727 584-3329 | 1550 STARKEY ROAD LARGO, FL 33771 USA <u>Map: (27.602405, -82.783580)</u> | 1550 STARKEY ROAD LARGO, FL 33771 USA | Quality Control Plan ACCEPTED 12/12/2001 |
| A0686 D.A.B. CONSTRUCTORS, INC. | STEVE DUTYON sdutyon@daabn.com 352 797-3637 | 3800 NORTHEAST PARKWAY SPRING HILL, FL 34809 USA <u>Map: (26.482858, -82.445108)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |
| A0701 THE LANE CONSTRUCTION CORPORATION | LORI EVERETT loeverett@lanecoconstruction.com 813 205-8813 | 4101 MARITIME BOULEVARD PORT OF TAMPA, FL 33605 USA <u>Map: (27.811420, -82.438601)</u> | 3350 REYNOLDS ROAD P.O. BOX 2684 EATON PARK, FL 33840-2684 USA | Quality Control Plan ACCEPTED 11/04/2009 |
| A0703 AJAX PAVING INDUSTRIES, INC. | MICKEY COX mcox@ajaspaving.com 727 375-0727 | 11880 STATE ROAD 54 ONESSA, FL 33566 USA <u>Map: (28.190768, -82.623758)</u> | | Quality Control Plan ACCEPTED 12/12/2001 |
| A0737 PREFERRED MATERIALS, INC. SOUTHERN REGION | RICHARD FORT richard.fort@preferredmaterials.com 941-650-8230 | 12955 48TH ST. N CLEARWATER, FL 33762 USA <u>Map: (27.53250009, -82.222909)</u> | 6701 EAST HANNA AVENUE TAMPA, FL 33610 USA | Quality Control Plan ACCEPTED 08/28/2010 |
| A0763 TAMPA PAVEMENT CONSTRUCTORS, INC. | JOSE HERNANDEZ jsh@tpc-asphalt.com 813 890-8846 | 4226 EAST HILLSBOROUGH AVENUE TAMPA, FL 33610 HILLSBOROUGH <u>Map: (27.888203, -82.394185)</u> | 918 E BUSCH BLVD TAMPA, FL 33612 | Quality Control Plan ACCEPTED 08/13/2008 |
| A0765 PREFERRED MATERIALS, INC. SOUTHERN REGION | RICHARD FORT richard.fort@preferredmaterials.com 813-828-3622 | 6701 EAST HANNA AVENUE TAMPA, FL 33610 USA <u>Map: (28.032877, -82.377650)</u> | 6701 EAST HANNA AVENUE TAMPA, FL 33610 USA | Quality Control Plan ACCEPTED 08/09/2008 |
| A0768 AJAX PAVING INDUSTRIES, INC. | MIKE GURLE mgurle@ajaspaving.com 844-845-1131 | 6050 JENSEN ROAD TAMPA, FL 33619 UNITED STATES OF AMERICA <u>Map: (27.089218, -82.394728)</u> | | Quality Control Plan ACCEPTED 03/11/2009 |
| A0773 CENTRAL MATERIALS COMPANY INC | ROBERT D. STRONG rstrong@central.com 352-748-9822 | 2888 S. LECANTO HWY LECANTO, FL 34461 USA <u>Map: (28.876712, -82.482350)</u> | P. O. BOX 216 CRYSTAL RIVER, FL 34425-0216 USA | Quality Control Plan ACCEPTED 05/17/2010 |

DISTRICT: SM

| | | | | |
|--|--|--|--|-------------------------------|
| A088R ROAD SURFACE RECYCLING, INC. | | MORRIS OPERATION VARIOUS, FL <u>Map: ()</u> | | Quality Control Plan ACCEPTED |
|--|--|--|--|-------------------------------|

Certificate of Qualification

Kevin L. Price

Has completed the requirements for:

QC Manager

Expiration Date: February 7, 2012*



Florida Department of Transportation's
Construction Training Qualification Program

CTQP

www.ctqpflorida.com

Donna Hamilton
Donna Hamilton
CTQP Program Administrator

*Continued Qualification is subject to FDOT procedure 700-000-01.

Certificate of Qualification

Kevin L. Price

Has completed the requirements for:

Asphalt Paving Technician - Level 1

Expiration Date: November 2, 2009*



Florida Department of Transportation's
Construction Training Qualification Program

CTQP

www.ctqpflorida.com

Donna Hamilton
Donna Hamilton
CTQP Program Administrator

*Continued Qualification is subject to FDOT procedure 700-000-01.

Certificate of Qualification

Kevin L. Price

Has completed the requirements for:

Asphalt Paving Technician - Level 2

Expiration Date: December 8, 2009*



Florida Department of Transportation's
Construction Training Qualification Program

CTQP

www.ctqpflorida.com

Donna Hamilton
Donna Hamilton
CTQP Program Administrator

*Continued Qualification is subject to FDOT procedure 700-000-01.

Certificate of Completion

This certifies that

Kevin Price

has successfully completed the

Radiation Safety Officer Class

conducted by the training department of

Troxler Electronic Laboratories, Inc.

Greg Farnen
Greg Farnen

Instructor

7/24/2003

Date

William F. Troxler, Jr.
President

Enrollment ID: 4945

Troxler Electronic Laboratories, Inc.
PO Box 12057 • 3005 Cornwalls Rd. • Research Triangle Park, NC 27708
Phone: (919) 545-8861 • Fax: (919) 545-0761 • Web site: www.troxlabs.com



The American Traffic Safety Services Association

Hereby recognizes that

Kathryn Barnes
has attended

**Florida Advanced Refresher
Training Course**

07/12/2014

Date

Crystal River, FL

Location



SAFER ROADS SAVE LIVES

Donna M. Clark
Training & Products Dept. Director

Ryan A. Wenzel
President, CEO



SAFER ROADS SAVE LIVES

8/7/2014

30584

Ms. Kathryn Barnes
PO Box 1589
Inglis, FL 34449

Dear Ms. Barnes,

The American Traffic Safety Services Association (ATSSA) appreciates your participation in our Florida Advanced Refresher course held in Crystal River, FL. Your certificate of attendance is enclosed.

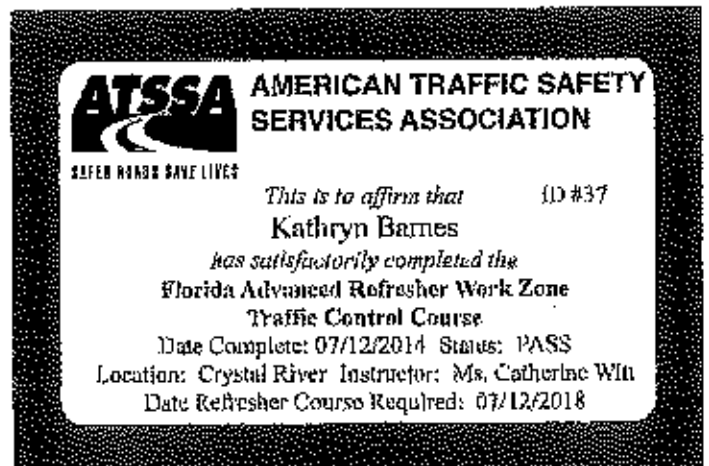
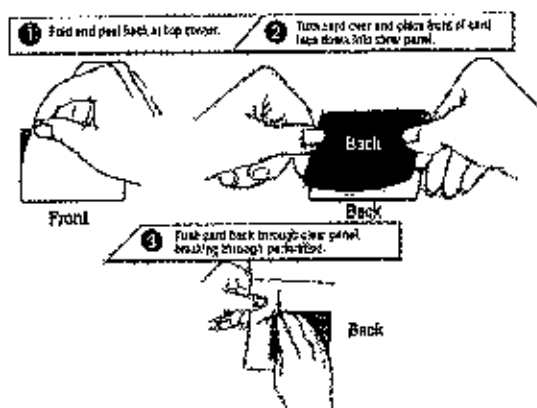
You received a passing grade of 93% on the final examination. Congratulations on your successful completion of this course.

Please call us at 877-642-4637 if you have any questions.

Sincerely,

Training and Business
Development Department

Laminating the front of your card with Dual Laminate:



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

15 RIVERSIDE PARKWAY ■ SUITE 160 ■ FREDERICKSBURG, VA 22404-1822

TEL (540) 368-1701 ■ FAX (540) 368-1717 ■ TOLL FREE (800) 272-0772 ■ INTERNET www.atssa.com

The American Traffic Safety Services Association

Hereby recognizes that

Gary D'Amico
has attended

Florida Advanced Refresher

Training Course

07/12/2014

Date

Crystal River, FL

Location



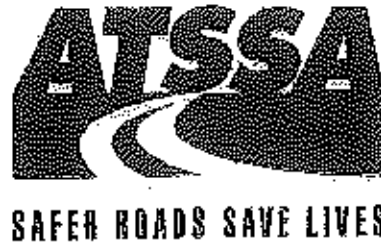
SAFER ROADS SAVE LIVES

Donna M. Clark

Training & Products Dept. Director

Ryan A. Wientz

President, CEO



8/7/2014

68756
Mr. Gary D'Amico
PO Box 1589
Inglis, FL 34449

Dear Mr. D'Amico,

The American Traffic Safety Services Association (ATSSA) appreciates your participation in our Florida Advanced Refresher course held in Crystal River, FL. Your certificate of attendance is enclosed.

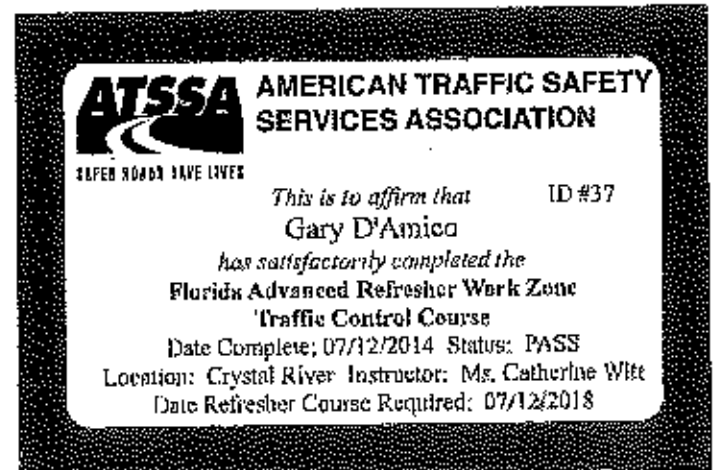
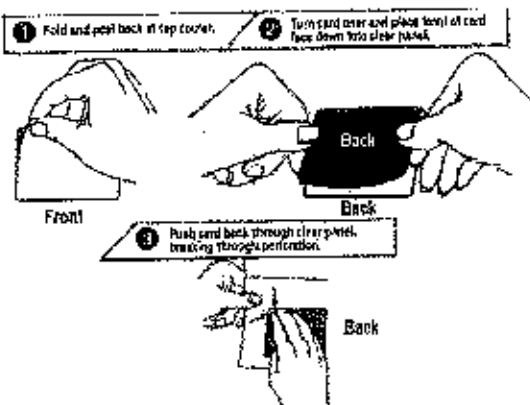
You received a passing grade of 77% on the final examination. Congratulations on your successful completion of this course.

Please call us at 877-642-4637 if you have any questions.

Sincerely,

Training and Business
Development Department

Laminating the front of your card with Dual Laminate:



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

15 RIVERSIDE PARKWAY • SUITE 100 • FREDERICKSBURG, VA 22406-1022

TELEPHONE: (800) 272-8772 • FAX: (540) 348-1717 • TOLL FREE: (800) 272-8772 • INTERNET: www.atssa.com



Department of Environmental Protection

Southeast District Office
400 North Congress Avenue, Suite 200
West Palm Beach, Florida 33401

November 3, 2004

Congratulations on successfully completing the Florida Stormwater, Erosion, and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 561/681-6689 or via email: marleina.overton@dep.state.fl.us

Kathryn D. Barnes
D.A.B. Constructors, Inc.
P.O. Box 1589
Ingles, FL 34449

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER, EROSION, AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Kathryn D. Barnes

October 7, 2004

Inspector #7848

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

Thank you,
Marleina Overton

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Kathryn D. Barnes

has successfully met all requirements necessary to be fully certified through the
Florida Department of Environmental Protection Stormwater, Erosion, and
Sedimentation Control Inspector Training Program

Marleina Overton
Marleina Overton

October 7, 2004
Inspector #7848

Karl Kurka
Karl Kurka



OCCUPATIONAL SAFETY TRAINING, INC.

This is to certify that

Kathryn Barnes

has completed a course of instruction in

National Utility Contractors Association

Excavation Safety & Competent Person Training Program

Course Date(s): July 31, 2004

Location:

John H. Beaudry

Occupational Safety Training, Inc.

P.O. Box 28

Inverness, FL 34451

(352) 344-4320

Certificate of Completion

This card confirms that

Kathryn Barnes

has completed the
NUCA Excavation Safety &
Competent Person Training Program
and received 0.5 CEUs (8 Credit Hours)

July 31, 2004

John H. Beaudry
Issued by

the National Utility Contractors Association



OCCUPATIONAL SAFETY TRAINING, INC.

This is to certify that

Kevin Price

has completed a course of instruction in

National Utility Contractors Association

Excavation Safety & Competent Person Training Program

Course Date(s): July 31, 2004

Location:

John H. Beaudry

Occupational Safety Training, Inc.

P.O. Box 28

Inverness, FL 34451

(352) 344-4320

Certificate of Completion

This card confirms that

Kevin Price

has completed the
NUCA Excavation Safety &
Competent Person Training Program
and received 0.8 CEUs (8 Credit Hours)

July 31, 2004

John H. Beaudry
Issued by

National Utility Contractors Association